



**US Army Corps
of Engineers
Afghanistan Engineer District**

HOSPITAL ADDITION AT ANA GARRISON GARDEZ, AFGHANISTAN

**Design/Build
Project Specifications
and Drawings**

**Proposal Requirements, Contract Forms,
Conditions of the Contract**

August 2006

THIS IS A SINGLE-PHASE REQUEST FOR PROPOSAL

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W917PM-06-R-0090	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 22-Aug-2006	PAGE OF PAGES 1 OF 349
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.	
7. ISSUED BY CODE W917PM AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356 TEL: FAX:		8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 10px;">See Item 7</div> TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME DEBORA D SCOTT		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i>	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> GARDEZ HOSPITAL ADDITION, GARDEZ AFGHANISTAN Construction of a 50 bed single-story Hospital addition to the existing regional Hospital at the ANA brigade garrison at Gardez. The addition will provide an additional patient care facility, and related administrative, visiting, and support capabilities. Included are all associated utility and site work. Estimated cost range of this project is: \$1,000,000 to \$5,000,000.00 Preproposal Conference scheduled: 30 August 2006, 10:00 AM, Local time There will not be an organized site visit. Written request for information must be directed to the person listed in Item 9 above or email: debora.d.scott@tac01.usace.army.mil. Inquiries and request that are directed to any other person(s) may not be relayed to the proper person and may not be answered. See 52.0000-4011 in Section 00100.				
11. The Contractor shall begin performance within <u>7</u> calendar days and complete it within <u>420</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. <i>(See Section 00800 .)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			12B. CALENDAR DAYS	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>3</u> copies to perform the work required are due at the place specified in Item 8 by <u>05:00 PM</u> <i>(hour)</i> local time <u>23 Sep 2006</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>										
OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
CODE FACILITY CODE					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14					
					17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>					
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE		
AWARD (To be completed by Government)										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
26. ADMINISTERED BY			CODE		27. PAYMENT WILL BE MADE BY: CODE					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>					
30B. SIGNATURE			30C. DATE		TEL: EMAIL:			31B. UNITED STATES OF AMERICA BY		
								31C. AWARD DATE		

TABLE OF CONTENTS

**SPECIFICATIONS
FOR
HOSPITAL ADDITION AT ANA GARRISON
AFGHANISTAN**

<u>Section</u>	<u>Title</u>
00010	Price Schedule
00110	Proposal Preparation
00120	Proposal Evaluation and Contract Award
00150	Design Build Process
00555	Design Build Concept Documents
01010	Scope of Work
01015	Technical Requirements Drawings
01060	Special Clauses Attachment
01312	Quality Control Systems
01321	Project Schedule
01335	Submittal Procedures for Design/Build Project, Attachments
01415	Metric Measurements
01452	Contractor Quality Control
01525	Safety and Occupational Health
1780	Close Out Submittals
Appendix A	Facilities Program/Hospital Drawings

**SECTION 00010
PROPOSAL SCHEDULE**

The Contractor shall provide a price for all items, including those labeled, “Optional Items.” The Government will evaluate the Contractor’s entire proposal to determine which CLINs represent the best value to the Government.

The Contractor shall provide a price for all items.

Work Item Item No.	Description	Qty	Unit	Total Amount
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Base Proposal:

0001 DESIGN:

0001AA	Design Costs:	1	LS	\$_____
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0001AB	Surveys and Master Planning	1	LS	\$_____
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Total Design Only				\$_____
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0002 CONSTRUCTION:

0002AA	Demolition and Grading	1	LS	\$_____
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0002AB	Water System	1	LS	\$_____
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0002AC	Sanitary Sewer System	1	LS	\$_____
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0002AD	Site Electrical Distribution System	1	LS	\$_____
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0002AE	Roads & Pavements	1	LS	\$_____
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Total Support Facility				\$_____
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0003 BUILDINGS:

0003AA	Hospital Addition	1	LS	\$_____
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Total Buildings Only				\$_____
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TOTAL BASE PROPOSAL ITEMS				\$_____
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(total of all above costs-includes design and construction)

DBA SUPPLEMENTAL INSURANCE

DBA SUPPLEMENTAL INSURANCE

DO NOT add a separate line item for the DBA Supplemental Insurance, DBA Supplemental Insurance **Must** be allocated based on the **Labor Cost** for each line item. Your Proposal will be considered **Non-Responsive** if you fail to comply with the directions above.

PROPOSAL SCHEDULE NOTES**PROPOSAL SCHEDULE NOTES**

1. Only one contract for the entire schedule will be awarded under this solicitation. This project will be awarded as a Firm Fixed Price contract. This Proposal Schedule is an accounting tool for allocating funds to applicable budget.
2. Costs associated with this project shall include design and construction costs for site, facilities and utilities preparation but, no less than all items as shown in proposal schedule.
3. **DESIGN COSTS DEFINITION:** Design costs shall consist of preparation of master planning and site designs, plans, drawings, and specifications.
4. **NON-DESIGN COSTS DEFINITION:** Non-design costs shall include the following: initial site visits; field, topographic, property, boundary, utility, and right-of-way surveys; subsurface explorations and borings; feasibility, functional, and economic studies and other investigations; flow gauging and model testing; preparation or verification of as-built drawings; preparation of general and development criteria; preparation of general and feature design memoranda; services of consultants where not specifically applied to the preparation of working drawings or specifications; construction phase services; models, renderings, or photographs of completed designs; reproduction of designs for review purposes; and travel and per diem allowances in connection with the above excludable services.
5. **SEPARATION OF WORK:** All work for Design and Construction shall be included in all Proposal Items.

END OF SECTION

SECTION 00100**Bidding Schedule/Instructions to Offerors****GARDEZ HOSPITAL ADDITION**

PREPROPOSAL CONFERENCE WILL BE HELD **30 August 2006, at 10:00AM LOCAL TIME.**

Offerors who plan to participate, please email me at Debora.D.Scott@tac01.usace.army.mil, no later than **29 August 2006, 17:00 LOCAL TIME.**

Estimated cost range of this project is between **\$1,000,000.00 and \$5,000,000.00.**

NOTICE: Return Section 00600, "Representations and Certifications" and requested information from Sections 00010 "Solicitation Contract Form" and 00100 "Bidding Schedule/Instructions to Bidders", with your proposal.

Request for information must be directed to the person listed in Item 9 of the SF1442. Inquiries and request that are directed to any other person may not be relayed to the proper person and therefore, may not be answered. Please email all questions to Debora.D.Scott@tac01.usace.army.mil.

If proposal is hand carried, deliver to: U.S. Army Corps of Engineers, House #1 Street #1, West Wazir Akbar Khan (behind Amani High School), Kabul, Afghanistan, Attn: Debora D. Scott, prior to 17:00pm, **23 September 2006** for receipt of proposals. Due to heightened security conditions, access to the building is controlled by security. Your packages will be opened and checked at the gate by the security guards. **Electronic proposals will not be accepted.**

TRANSIT LANGUAGE**Transit of Contractor Dependants**

- The contractor shall provide all personnel working under this contract with a written notification advising such personnel to be aware of US State Department Travel Warnings with respect to Afghanistan, available at <http://travel.state.gov>, in the event they wish to consider bringing their dependants into Afghanistan.
- A copy of the notice shall be furnished to the contracting officer upon award of the contract, along with a certification by an authorized company representative attesting to the provision of the notification to contractor personnel.
- At no time, subject to the written approval of the contracting officer, may the contractor allow such dependants, or any other unauthorized individuals, to be present on the project site grounds, whether in transit or otherwise.

SPECIAL CLAUSE REFERENCES

Special Clause Reference Instructions to All Offerors as Applicable

- Section 100 – 52.222-23
- Section 600 – 52.222-22
- Section 700 – 52.222-21, 22, 23, 26, 27, 29, 25, 26, 27, 29, 35, 36, 37
“Only applicable if contractor recruits personnel within the US.”
- Section 700 – 252.247-7024 “Only applicable if contractor gave a negative response to 252.247-7022.”
- Section 100 – 52.204-6, 252.204-7001
- Section 600 – 52.204-3
- Section 700 – 52.232-38, 52.232-34
“Only applicable to contractors that are not to be registered in the CCR database.”
- Section 700 – 52.204-7, 52.232-33
“Only applicable to contractors that are to be registered in the CCR database.”
- Section 700 – 252.229-7000, 252.229-7001
“Only applicable if contractor is a foreign concern.”

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (End of provision)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer

may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firmed Fixed Price** contract resulting from this solicitation.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
Not Applicable	Not Applicable

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any

construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Non Applicable**.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **US Army Corps of Engineers, House 1, Street 1, West Wazir Akbar Khan, Behind Aman High School, Kabul, Afghanistan**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, **offerors or quoters are urged and expected to inspect the site where the work will be performed.**

(b) An organized site visit has been scheduled for--**There WILL NOT be an organized site visit.**

(c) Participants will meet at--**Non Applicable**

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various

bases, including--

- (1) Lump sum price;
 - (2) Alternate prices;
 - (3) Units of construction; or
 - (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.
- (c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.
- (d) Alternate proposals will not be considered unless this solicitation authorizes their submission.
- (End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any **Defense Far Supplement** (48 CFR Chapter 2 **(two)**) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
- (End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

- (a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.
- (b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--
- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
 - (2) Complete section A and forward the form to DLIS; and
 - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

MAGNITUDE OF CONSTRUCTION

The estimated cost range of the project is from \$1,000,000.00 to \$5,000,000.00.

Section 00600 - Representations & Certifications**CLAUSES INCORPORATED BY FULL TEXT****52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **236220**.

(2) The small business size standard is **\$31M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(___) Paragraph (c) applies.

(___) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

() The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(a) Definitions. As used in this provision--

- (1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.
- (2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) United States person is defined in 50 U.S.C. App. 2415(2) and means--
 - (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
 - (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and
 - (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision

whether transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

(1) The solicitation, or amended solicitation, provides a different definition;

(2) The contracting parties agree to a different definition;

(3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract

uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government

unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

CLAUSES INCORPORATED BY FULL TEXT

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of

subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or

employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those agency and legislative liaison activities expressly authorized by paragraph (b)(3)(i) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a

licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those professional and technical services expressly authorized by paragraph (b)(3)(ii) of this clause are permitted under this clause.

(4) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the in the Excluded Parties List System). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to

examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the contract, subcontract, or modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the contract, subcontract, or modification; or

(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-- MODIFICATIONS (OCT 1997)

- (a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.
- (b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.
- (c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--
 - (1) The actual subcontract; or
 - (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the amount of the adjustment shall be--

(1) For contracts and subcontracts that are subject to full coverage under the Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99), the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12); and

(2) For contracts and subcontracts that are not subject to full coverage under the CAS, the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share

shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

(a) The Contractor shall promptly notify the Contracting Officer in writing when the Contractor determines that it will terminate or reduce the benefits of a PRB plan.

(b) If PRB fund assets revert or inure to the Contractor, or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by 31.205-6(o)(5) of the Federal Acquisition Regulation (FAR). When determining or agreeing on the method for recovery of the Government's equitable share, the contracting parties should consider the following methods: cost reduction, amortizing the credit over a number of years (with appropriate interest), cash refund, or some other agreed upon method. Should the parties be unable to agree on the method for recovery of the Government's equitable share, through good faith negotiations, the Contracting Officer shall designate the method of recovery.

(c) The Contractor shall insert the substance of this clause in all subcontracts that meet the applicability requirements of FAR 15.408(j).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The

Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
Non Applicable	Non Applicable

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative

action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Non Applicable

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under

investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East,

Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female

individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to,

and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of

the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-29 NOTIFICATION OF VISA DENIAL (JIUN 2003)

It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60-1.10). The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in

sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of

the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
 - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
 - (iii) Rates of pay or any other form of compensation and changes in compensation;
 - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - (v) Leaves of absence, sick leave, or any other leave;
 - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
 - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) Postings. (1) The Contractor agrees to post employment notices stating--
- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
 - (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [TerList1.html](http://www.treas.gov/offices/enforcement/ofac/). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

In the event of inconsistency between any terms of this contract and any translation into another language, the English language meaning shall control.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use

or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.229-6 TAXES--FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) Definitions. As used in this clause--

"Contract date," means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Country concerned means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

"Tax" and "taxes," include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

"All applicable taxes and duties," means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax," means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax," means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax," means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the

work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-10 PAYMENTS UNDER FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (AUG 1987)

- (a) Estimates shall be made monthly of the amount and value of the work and services performed by the Contractor under this contract which meet the standards of quality established under this contract. The estimates shall be prepared by the Contractor and accompanied by any supporting data required by the Contracting Officer.
- (b) Upon approval of the estimate by the Contracting Officer, payment upon properly executed vouchers shall be made to the Contractor, as soon as practicable, of 90 percent of the approved amount, less all previous payments; provided, that payment may be made in full during any months in which the Contracting Officer determines that performance has been satisfactory. Also, whenever the Contracting Officer determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the Government, the Contracting Officer may release the excess amount to the Contractor.
- (c) Upon satisfactory completion by the Contractor and acceptance by the Contracting Officer of the work done by the Contractor under the "Statement of Architect-Engineer Services", the Contractor will be paid the unpaid balance of any money due for work under the statement, including retained percentages relating to this portion of the work. Upon satisfactory completion and final acceptance of the construction work, the Contractor shall be paid any unpaid balance of money due under this contract.
- (d) Before final payment under the contract, or before settlement upon termination of the contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the Contracting Officer a release of all claims against the Government arising under or by virtue of this contract, other than any claims that are specifically excepted by the Contractor from the operation of the release in amounts stated in the release.
- (e) Notwithstanding any other provision in this contract, and specifically paragraph (b) of this clause, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-17 INTEREST (JUNE 1996)

- (a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of

becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
 - (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
 - (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
 - (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (OCT 2003)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms

are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. The due date for making invoice payments is--

(i) For work or services completed by the Contractor, the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(iii) of this clause).

(B) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice, when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the settlement.

(ii) The due date for progress payments is the 30th day after Government approval of Contractor estimates of work or services accomplished.

(iii) If the designated billing office fails to annotate the invoice or payment request with the actual date of receipt at the time of receipt, the payment due date is the 30th day after the date of the Contractor's invoice or payment request, provided the designated billing office receives a proper invoice or payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance or approval is deemed to occur constructively as shown in paragraphs (a)(4)(i)(A) and (B) of this clause. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, Contractor compliance with a contract provision, or requested progress payment amounts. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(A) For work or services completed by the Contractor, Government acceptance is deemed to occur constructively on the 7th day after the Contractor completes the work or services in accordance with the terms and conditions of the contract.

(B) For progress payments, Government approval is deemed to occur on the 7th day after the designated billing office receives the Contractor estimates.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315, in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEP 2005)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt

payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefore must be recovered from the Government because of a reduction under paragraph

(e)(5)(i) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports—

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a “second-tier subcontractor”) a written notice in accordance with the Miller Act (40 U.S.C. 3133), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL
CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). **The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment.** If not otherwise specified in this contract, the payment office is the **U.S. Army Corps of Engineers, House #1 Street #1, West Wazir Akbar Khan (behind Aman High School), Kabul, Afghanistan, Attn: Debora D. Scott**, the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in

the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **15 (fifteen) percent** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the

Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials

furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

- (a) The Contractor shall provide and maintain work environments and procedures which will
- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
 - (2) avoid interruptions of Government operations and delays in project completion dates; and
 - (3) control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-
- (1) Provide appropriate safety barricades, signs, and signal lights;
 - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.
- (f) Before commencing the work, the Contractor shall-
- (1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of

the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I (APR 1984

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)

The extent and character of the work to be done by the Contractor shall be subject to the general oversight, supervision, direction, control, and approval of the Contracting Officer.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-25 REQUIREMENTS FOR REGISTRATION OF DESIGNERS (JUN 2003)

Architects or engineers registered to practice in the particular professional field involved in a State, the District of Columbia, or an outlying area of the United States shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this

contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and

(2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)

The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

(End of clause)

52.244-4 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES) (AUG 1998)

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these subcontractors, associates, or consultants.

(End of clause)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

(a) Definitions. As used in this clause--

International air transportation means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-flag air carrier means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [State reasons]: _____

(End of statement)

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition

by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and

the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Far Supplement** (48 CFR 2 (two)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(b) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

**252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (DEC 2004)**

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (301) 809-4904.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)

(a) "Definition."

"Estimating system" means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's --

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and
- (5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.1997

(b) "General."

(1) The Contractor shall establish, maintain, and comply with an estimating system that is consistently applied and produces reliable, verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.

(2) The system should be --

- (i) Consistent and integrated with the Contractor's related management systems; and
- (ii) Subject to applicable financial control systems.

(c) "Applicability". Paragraphs (d) and (e) of this clause apply if the Contractor is a large business and either --

(1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling \$50 million or more for which certified cost or pricing data were required; or

(2) In its fiscal year preceding award of this contract --

(i) Received DoD prime contracts or subcontracts totaling \$10 million or more (but less than \$50 million) for which certified cost or pricing data were required; and

(ii) Was notified in writing by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) "System requirements."

(1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO) in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.

(2) An estimating system disclosure is adequate when the Contractor has provided the ACO with documentation that--

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall --

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(e) "Estimating system deficiencies."

(1) The Contractor shall respond to a written report from the Government that identifies deficiencies in the Contractor's estimating system as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall --

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan showing proposed milestones and actions leading to elimination of the deficiencies.

(ii) If the Contractor disagrees with the report, the Contractor shall, within 30 days, state its rationale for disagreeing.

(2) The ACO will evaluate the Contractor's response and notify the Contractor of the determination concerning remaining deficiencies and/or the adequacy of any proposed or completed corrective action.

(End of clause)

252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(a) The Contractor shall comply with all—

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting officer.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employees has been involved in an accident or unsafe practice;

- (C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;
 - (D) As part of a voluntary employee drug testing program.
 - (iii) The Contractor may establish a program to test applicants for employment for illegal drug use.
 - (iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.
 - (d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.
 - (e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.
- (End of clause)

252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005)

- (a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
- (b) This clause applies only if the Contractor is--
 - (1) A concern incorporated in the United States (including a subsidiary that is incorporated in the United States, even if the parent corporation is not incorporated in the United States); or
 - (2) An unincorporated concern having its principal place of business in the United States.
- (c) On each invoice, voucher, or other request for payment under this contract, the Contractor shall identify that part of the requested payment that represents estimated expenditures in the United States. The identification--
 - (1) May be expressed either as dollar amounts or as percentages of the total amount of the request for payment;
 - (2) Should be based on reasonable estimates; and
 - (3) Shall state the full amount of the payment requested, subdivided into the following categories:

- (i) U.S. products--expenditures for material and equipment manufactured or produced in the United States, including end products, components, or construction material, but excluding transportation;
 - (ii) U.S. services--expenditures for services performed in the United States, including all charges for overhead, other indirect costs, and profit under construction or service contracts;
 - (iii) Transportation on U.S. carriers--expenditures for transportation furnished by U.S. flag, ocean, surface, and air carriers; and
 - (iv) Expenditures not identified under paragraphs (c)(3)(i) through (iii) of this clause.
- (d) Nothing in this clause requires the establishment or maintenance of detailed accounting records or gives the U.S. Government any right to audit the Contractor's books or records.
- (End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE
CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

- (a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
- (b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--
 - (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
 - (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
 - (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from **Combined Forces Command Afghanistan (CFC-A) Base Operations Center (BOC), Camp Eggers, Kabul, Afghanistan**

(End of clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (NOV 1995)

(a) Definitions. As used in this clause:

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or

sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is-

-

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:
Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be Furnished With Restrictions (1)	Basis for Assertion (2)	Asserted Rights Category (3)	Name of Person Asserting Restrictions (4)
(LIST)	(LIST)	(LIST)	(LIST)

(1) If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

(2) Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

(3) Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

(4) Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the

Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT. (MAR 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

(End of clause)

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at 252.227-7013(e)(2) or 252.227-7018(e)(2) of this contract), the Contracting

Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUNE 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: **Income Tax, Business Received Tax, Personnel Tax**

RATE OF TAX: **100%**

INFORMATION: **Ministry of Finance** www.mof.gov.af/tax

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAY 2006)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method

mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless—

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract of any plans, specifications, or other similar documents relating to work under this contract, if marked “Top Secret,” “Secret,” or “Confidential” be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall—

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (SEP 2005)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the levy will jeopardize contract performance, the Contractor shall promptly notify the Procuring Contracting Officer and provide--

- (1) The total dollar amount of the levy;
 - (2) A statement that the levy will jeopardize contract performance, including rationale and adequate supporting documentation; and
 - (3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.
- (c) DoD shall promptly review the Contractor's assessment and provide a notification to the Contractor including--
- (1) A statement as to whether DoD agrees that the levy jeopardizes contract performance; and
 - (2) If the levy jeopardizes contract performance and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or
 - (3) If the levy jeopardizes contract performance but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.
- (d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.
- (End of clause)

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

- (a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.
- (b) The price breakdown --
 - (1) Must include sufficient detail to permit an analysis of profit, and of all costs for --
 - (i) Material;
 - (ii) Labor;
 - (iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings: **SEE APPENDIX A**

(End of clause)

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to---

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustment under an incentive provision of the contract.

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

(a) Definitions. As used in this clause --

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
 - (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
 - (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
 - (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
 - (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
 - (ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Section 00800 - Special Contract Requirements 52.211-10

COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **7 (seven)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **420 days*** The time stated for completion shall include final cleanup of the premises.

(End of clause)

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$1242.08** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.211-13 TIME EXTENSIONS (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations **by either surveys, core borings, and/or reconnaissance.**

(b) Weather conditions. **Information regarding weather conditions is available in Technical Specification Section 01060 for examination by the bidders. If additional information concerning weather is required prospective bidders should contact the U. S. Army Corps of Engineers, Afghanistan Engineer District, House 1 Street 1, West Wazir Akbar Khan, (behind Amani High School), Kabul, Afghanistan.**

(c) Transportation facilities. **It shall be the responsibility of the Contractor to make his own investigation of available roads for transportation, of load limits of bridges on the roads, and of other road conditions, which may effect transportation of materials, equipment, and personnel to the site of the work.**

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services

involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAY 2006)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

ECONOMIC SURVEILLANCE

Economic Surveillance Contract Language

Contractor shall report average pay rates and employment levels, for both domestic and international employees monthly. The information will be reported by labor category (as specified by USACE) and be specific to each active work site. In addition the contractor shall report monthly non-labor contract spending for domestic and international contract expenses. This information will be reported by category (as specified by USACE) and will be specific to each active work site.

Economic Impact Reporting Form			
Project Name: _____			
Prime Contractor: _____			
Contract Number/Task Order: _____			
Phase (e.g. Design, Construction, O&M): _____			
RE/AE Office: _____			
Contract Title: _____			
Job Site (Location) City/Province: _____			
Employment (Include Prime and Sub (include Prime and Subcontractors))			
	Average Number of Employees per Day		Average Salary
	Afghan Employees	Other Employees	Afghan Employees
Unskilled Labor			
Semi Skilled Labor			
Skilled Labor			
Technical			
Supervisory			
Management			
Total			
Expenditures			
	Afghan Expenditures (US\$) for the Month		Other Expenditures
Sub Contracts			
Life Support			
Building Materials			
Equipment			
Security			
Total			

“All requirements set forth in the Scope of Work, but not included in the Technical Requirements, shall be considered as set forth in both, and vice versa”.

52.000-4105 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) - CONSTRUCTION (NOV 2005)

- (a) This clause supplements FAR Clause 52.228-3
- (b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and the USACE DBA insurance carrier unless the contractor has a DBA self-insurance program approved by the Department of Labor. The contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award. The current rate under the USACE contract is \$8.50 per \$100 of compensation for construction.
- (c) The contractor agrees to insert a clause substantially the same as the one in all subcontracts to which DBA is applicable. Subcontractors shall be required to insert a similar clause in any of their subcontracts subject to the DBA.
- (d) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly.

52.000-4106 DEFENSE BASE ACT INSURANCE RATES – LIMITATION FIXED-PRICE (NOV 2005)

- (e) The U.S. Army Corps of Engineers (USACE) has entered into a contract with an insurance carrier to provide all Defense Base Act (DBA) insurance to USACE contractors at a contracted rate under the OSD/USACE Centrally-Managed Pilot DBA Insurance Program. The rates for this insurance are as follows:

Services @ \$5.00 per \$100 of compensation; or

Construction @ \$8.50 per \$100 of compensation.
- (f) Bidders/Offerors should compute the total compensation (direct salary plus differential, but excluding per diem, housing allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance and the cost of DBA totals in the spaces provided for the base period and whatever extension there may be thereafter, if applicable

- (1) Compensation of Covered Employees: _____
- (2) Defense Base Act Insurance Costs: _____
- (3) Total Cost: _____

Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract

CNA Insurance – Contractor – Insurance Carrier

- Roger Ellickson (312) 822-4395 Roger.ellickson@cna.com

The Continental Insurance Co.
Roger Ellickson
DBA CNA Insurance
333 S. Wabash Avenue
Chicago, IL 60685-1809

- **Rutherford International – Insurance Broker**

- James Walczak (703) 813-6544 jim.walczak@rutherford.com

Rutherford International
James Walczak
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

SECTION 00110

PROPOSAL PREPARATION

PART 1 - GENERAL

1.1 WHERE AND WHEN TO SUBMIT PROPOSAL

Proposals are due as indicated on the Solicitation, Offer and Award form found in Section 00010, SOLICITATION, OFFER, AND AWARD.

1.2 INQUIRIES ABOUT THIS REQUEST FOR PROPOSALS (RFP)

Inquiries about this RFP shall be directed to the individuals listed.

1.3 PROPOSAL PREPARATION

Instructions for the preparation and organization of each proposal are included herein. The proposal shall be submitted as summarized below and as required by the specifications.

a. Volume I - Management/Technical Proposal

1. Experience and Past Performance
2. Project Management
3. Personnel and Resource Commitment

b. Volume II - Cost/Price Proposal

Proposal Schedule

Proposal submittal shall include the original and 3 (three) copies of the Management/Technical proposal and 1(one) copy of the Cost/Price proposal. The Cost/Price proposal shall be sealed in a single package separately and clearly marked.

1.4 MANAGEMENT/TECHNICAL PROPOSAL PREPARATION (VOLUME I)

1.4.1 Content.

The Management/Technical proposal shall include the information as described below and shall be presented in the sequence listed:

a. Offeror Experience and Past Performance:

(1) Experience: Demonstrate the experience of the design-build team, including subcontractors, to successfully complete the required work. This section may be in any format but must, as a minimum, provide the following:

(a) A list of similar and relevant projects, currently underway or completed in the last 5 years that best demonstrates your experience. List no more than 10 projects total. The list of projects shall include the following information:

Project Name and Location

Nature of Firm's Responsibility

Project Owner's Name & Address and Project Manager's Name and Phone number
 Project Completion Date (actual or estimated)
 Overall Size of Area (in square meters)
 Project Cost
 Duration of Project
 Problems encountered and corrective actions taken
 List of change orders on past projects and circumstances associated with them
 Safety Record

(b) For each listed project, provide a brief statement (not to exceed 150 words in length) as to how the project illustrates your performance capabilities. Information should be limited to one page per project.

(2) Past Performance: The Source Selection Board will attempt to contact the points of contact provided in the list of projects and their comments will affect the scoring of proposals. It is important to verify that the points of contact listed are still available at the phone number and address provided and that they are individuals who have sufficient knowledge of the project and your performance to be able to offer meaningful comments.

(a) Will be evaluated by contacting references for indications of customer satisfaction and review of performance evaluation or other information provided by the offeror or obtained by the Government and not limited to performance awards or letters of appreciation.

(b) The evaluators will consider the relevance of the past performance information, as well as the success achieved on past project to determine the rating.

(c) If a record of no past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance. A neutral rating with unknown risk will be assigned.

b. Project Management:

- (1) The project management plan shall include the team structure and responsibilities of each team member.
- (2) The management approach for design and construction process, including effective coordination between design and construction personnel.
- (3) The level of detail proposed for drawings and specifications.
- (4) The offeror's construction management philosophy as it relates to the design-build process.
- (5) The offeror's plan to control quality throughout the design development and construction of the project.
- (6) The contractor's management commitment and issue resolution processes
- (7) The offeror's commitment to control cost growth by maintaining the project budget during design and construction, review of cost control systems and procedures, cost savings proposals, plan to minimize cost overruns and plan to maximize user requirements while minimizing or maintaining costs.
- (8) The evaluators will rate the offeror's commitment to interact with the Corps of Engineers and the roles that the team members will have in dealing with design and construction changes resolving potential delays reviewing and approving submittals, attending progress meetings and facilitating contract completion and closeout.
- (9) Proposals with the most convincing evidence will receive the highest ratings.

- c. **Personnel and Resource Commitment:** Demonstrate personnel and resources to be utilized for this project as well as additional resources available if necessary. Response to this section shall include the following:

(1) A list of key professional job titles and the number of personnel in each category for each key firm on the team to include a resource manning chart and an estimate of how many personnel will be working primarily on this project from month to month.

a) **Personnel:** Provide professional resume data on the following individuals who will be key personnel on the project team. Key personnel identified in this section should be senior working-level people who will be involved in design and construction on a day-to-day basis, as opposed to departmental level supervisors or executives. By identifying these personnel, the offeror is making a commitment that, barring unforeseen circumstances; they are the personnel who will be assigned to the project. All key personnel shall have a minimum of 5 years professional experience.

Project Manager
Construction Superintendent
Construction Foreman (if different from above)
Quality Control Representative
Safety Officer

Information to be provided includes:

Name and Title.
Project Assignment.
Name of Firm with which Associated.
Years Experience: With This Firm, With Other Firms.
Education: Degree(s)/Year/Specialization.
Active Registration: Year First Registered.
Other Experience and Qualifications Relevant to the Proposed Project.

Information may be presented in the format of Block 7 of Standard Form 255 and should be limited to one-half page per person.

1.4.2 Format

a. Management/Technical proposal shall be submitted in a loose leaf binder. It shall be typed, the pages shall be numbered, the sections shall be tabbed, and shall conform to the format given below. The Management/Technical proposal length shall be limited to 50 single-sided or 25 double-sided pages, printed on 8-1/2" x 11" sheets. Do not use condensed print.

b. A cover sheet identifying the offeror and the project shall be provided. The Second sheet shall be a Table of Contents.

1.5 COST/PRICE PROPOSAL PREPARATION (VOLUME II)

Prices shall be firm. The Cost/Price proposal shall consist of the following:

1.5.1 Solicitation Offer and Award

Standard Form 1442 shall be filled out and signed by a principal of the firm authorized to bind the design/build team.

1.5.2 Proposal Schedule

- a. Offerors shall complete the Proposal Schedule by filling out the pricing data blanks. An executable Proposal Schedule is included in Section 00010 herein.
- b. Overhead and profit shall be applied proportionally to each category and will not be required to be shown separately.
- c. The Contractor shall include allowance in the Cost Proposal and shall schedule any contingency for weather delays for severe weather in accordance with weather requirements included in Section 01060, SPECIAL CLAUSES.

1.5.3 Cost Breakout

A separate breakout shall be included for the Build Phase (Construction) costs and any applicable separate proposal items. The breakout shall include the lump sum cost for each of CSI Divisions 1 through 16, and Other (for all other cost not included in the stated divisions) as allocated in accordance with the Corps of Engineers MCACES costing system. MCACES is available on the Construction Criteria Base.

1.6 CLARIFICATIONS AND FINAL PROPOSAL REVISION:

1.6.1 General

Any conflicting criteria which cannot be resolved by the Order of Precedence specified in Section 01011, DESIGN CONCEPT DOCUMENTS shall be brought to the attention of the government by the Offeror as part of the written clarification requirement of the proposal. In the absence of such request for clarification, the Offeror shall perform to the most beneficial criteria as determined by the Government.

1.6.2 Clarifications Prior to Proposal Due Date

In the event that clarifications are required prior to submitting the proposal, contact the individuals listed herein. All RFP holders will be advised of significant clarifications affecting the scope of the project.

1.6.3 Clarifications Submitted with Proposals

If clarifications remain at the time and date that proposals are due, written clarifications may be included in the proposal for consideration by the Government. Clarifications submitted with proposals shall clearly identify the understanding of the RFP documents and how this understanding is reflected in the cost proposal. Extensive qualifications, exclusions and exceptions in the form of clarifications may be considered by the Government to be non-responsive and may be grounds for rejection of the proposal.

1.6.4 Final Proposal Revision:

- a. The Government may select the Offerors or award a contract on the basis of the initial offers received without further discussions or negotiations. Offers should contain the Offeror's best terms from a cost and management standpoint, i.e. "lowest price" is not always considered best value to the Government and may opt to pay a higher price for better value.
- b. The Government may contact those firms whose proposals are within the competitive range and conduct discussions/negotiations concerning their proposal. Following resolution of the discussions/negotiations, offerors in the competitive range shall be given the opportunity to submit their Final Proposal Revision (otherwise known as 'Best and Final offer').

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

--- End of Section ---

PROPOSAL EVALUATION AND CONTRACT AWARD

PART 1 – GENERAL

1. BASIS FOR AWARD. The Government intends to make one award for completion of the subject project. The award will be made to the offeror whose proposal represents the best overall value to the Government. Competing proposals shall be evaluated against the requirements of the solicitation in order to assess strengths, weaknesses and associated risks and deficiencies. The tradeoff process of evaluation between non-cost/price and cost/price aspects of the offerors' proposals will be used to determine those offers that may result in award of a contract. Implicit in the Government's evaluation and selection process is its willingness to accept other than the lowest priced offers.

2. PROPOSAL EVALUATION.

2.1 Proposals will be evaluated by a Source Selection Evaluation Board (SSEB). The SSEB will be composed of Corps of Engineers personnel and possibly a customer representative. The identity of SSEB members is confidential and members will not be available for contact or discussion prior to submission of proposals.

2.2 The Volume I (Management Technical) non-pricing factors of experience/past performance, project management and personnel and resource commitment will be evaluated on a best-value basis and experience/past performance will be weighted two times more than project management or personnel and resource commitment in the evaluation and selection process. The three non-pricing factors, taken as a group, shall have approximately equal weight with the pricing factor in the evaluation and selection process. The factors and sub-factors will be evaluated and assigned merit ratings using the adjectives of excellent (E), good (G), satisfactory (S), marginal (M), and unsatisfactory (U). Risk assessment confidence ratings will be assigned based upon the adjective ratings of (H) high risk, (M) medium risk, or (L) low risk. The non-pricing Volume (I, Management-Technical) taken together have equal weight to the pricing factor (Volume II) in the evaluation and selection process.

2.2.1 VOLUME 1 – MANAGEMENT-TECHNICAL PROPOSAL EVALUATION CRITERIAS

2.2.1.1 Factor 1 – Experience/Past Performance. The evaluators will evaluate and rate:

2.2.1.1.1 The experience and ability of the contractor and the proposed team, including subcontractors, to successfully complete these facilities using a design-build process. Contractor experience with similar relevant projects (type of construction, dollar value, design-build method, project complexity) will receive a higher rating than those with dissimilar or non-relevant projects.

2.2.1.1.2 Past performance may be evaluated by contacting references for indications of customer satisfaction and review of performance evaluations or other information provided by the offeror or obtained by the Government. The evaluators will consider the relevance of the past performance information, as well as the success achieved on past projects to determine the rating.

2.2.1.1.3 Proposals with the most convincing evidence will receive the highest ratings. In the event that an offeror does not have a record of past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance. A neutral rating with unknown risk will be assigned.

2.2.1.2 Factor 2 – Project Management.

2.2.1.2.1 The evaluators will evaluate and rate the project management plan including the team structure and responsibilities of team members, the management approach for the design and construction process, including effective coordination between design and construction personnel; the quality control process; the level of detail proposed for drawings and specs; and the offeror's management methodology and philosophy. The Government will evaluate the offeror's plan to control quality throughout the design development of the project. Proposals with the most convincing evidence will receive the highest ratings.

2.2.1.2.2 The Government will evaluate the contractor's management commitment and issue resolution processes; and the offeror's commitment to control cost growth by maintaining the project budget during design, review of cost control systems and procedures, cost savings proposals, plans to minimize cost overruns and plan to maximize user requirements while minimizing or maintaining costs. The evaluators will rate the offerors commitment to interact with the Corps of Engineers and the roles that the team members will have in dealing with design and construction changes. Proposals with the most convincing evidence will receive the highest ratings.

2.2.1.3 Factor 3 – Personnel and Resource Commitment.

2.2.1.3.1 The Government will evaluate the qualifications and experience of the proposed project personnel and the commitment to participate in this project. Contractor personnel with experience with similar relevant projects (type of design, construction, dollar value, complexity) will receive a higher rating than those with dissimilar or non-relevant project experience. Proposals with the most convincing evidence will receive the highest ratings.

2.2.1.3.2 The Government will evaluate the adequacy of the offeror's proposed personnel and other resources to successfully complete the project. Proposals with the most convincing evidence will receive the highest ratings.

2.2.1.4 Format. Proposal will be evaluated based on adherence to format requirements of Section 00110, Proposal Preparation.

3. VOLUME II - COST/PRICE PROPOSAL PREPARATION.

The Government will evaluate the *completeness and reasonableness* of each offeror's proposal using the cost or pricing information as well as the accompanying *written descriptions* pertaining to *methods, techniques, approaches, assumptions, etc.*, that offeror's provide along with offerors' cost/fee proposals for the sample tasks involved. *Completeness* will be determined by comparing the items contained within an offeror's price proposal with the Government's estimate. *Reasonableness* will be determined by comparison of an offeror's proposed prices against each other and the Government's estimate. Since the Government's evaluation of the cost proposal will represent a portion of the total evaluation, it is possible that an offeror might not be selected for an award because of unreasonable, unrealistic, incomplete, inaccurate, non-current cost proposal information. Offerors are cautioned to make all accompanying written descriptions complete, clear and understandable. The Government will not be responsible for any misunderstandings concerning the basis for costs proposed by an offeror that results from that offeror's failure to provide written descriptions that are clear, complete and easily understood.

3.1 METHOD OF PROPOSAL EVALUATION

3.1.1 Proposals will be reviewed to determine if they contain the required minimum procurement and technical data. Incomplete proposals may be eliminated. All forms shall be filled in and all requested data must be provided.

3.1.2 After the compliance review, the SSEB will begin evaluation and scoring the factors and sub-factors set forth herein. The Cost/Price proposal information will be evaluated (not scored) with regard to reasonable and complete pricing and associated risks.

3.1.3 If necessary, a competitive range may be determined. The competitive range will consist of all proposals which are considered to have a reasonable chance of being selected for award. However, the offeror is reminded that the Government intends to award without discussions and that their best offer should be provided with the initial proposal. After the determination of the competitive range, written and/or oral discussions may be conducted with all offerors within the competitive range. Upon completion of written and/or oral discussions, Final Proposal Revision will be requested.

3.1.4 The Government may reject any or all proposals and waive minor informalities or minor irregularities in proposals.

4. SELECTION and AWARD. Award will be made to the offeror that, in the judgment of the Contracting Officer, provides the best combination of management and technical capability and reasonable cost. The Government reserves the right to make award to other than the lowest cost offeror, price and other factors considered.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

-- End of Section --

THE DESIGN/BUILD PROCESS

PART 1 - GENERAL

1. DESIGN/BUILD (DB) PROCESS

The facility shall be designed and built by a single DB contractor. The DB contractor may be a single firm or a team of firms that includes registered Architects and Engineers either employed by or subcontracted to the DB contractor. The DB contractor shall be the Architect/Engineer-of-Record, whether the DB contractor utilizes services of licensed architects and engineers employed by its firm or subcontracts with independent architectural and/or engineering firm(s). The DB contractor shall be solely liable for design errors and/or omissions and should be insured as the A-E firm against design errors and omissions.

Section 00555, DESIGN CONCEPT DOCUMENTS identifies project documents furnished herewith to be used as the basis for the project design and construction documents. The successful Offeror shall be required to complete the design and construction documentation, and construct the project in compliance with these completed requirements.

2. OUTLINE DESCRIPTION OF THE DB PHASE

No work can begin on any phase of the process until an authorization Letter to Commence for that phase is issued.

2.1 PROPOSAL PHASE

The Proposal Phase includes the period from the time from the issuance of the Request for Proposals (RFP) through the selection process and the final award of the DB contract.

The proposals to be submitted include a Management/Technical Proposal and a Cost/Price Proposal. The contents and organization of the proposal is described in SECTION 00110 - PROPOSAL PREPARATION. The Government will evaluate and award the DB contract to a single Offeror based upon the criteria which are outlined in SECTION 00120 - PROPOSAL EVALUATION AND CONTRACT AWARD.

2.2 DESIGN PHASE

The successful DB contractor shall develop and submit for formal review two submittals. The DB contractor is encouraged to develop and submit multiple cost saving proposals for innovative design alternatives.

2.2.1 The Design Phase will consist of two parts as follows:

- a. Part 1 will be the basic services required to develop the first submittal which represents: 100% complete drawings and specifications for site preparation work, utility construction, paving, foundation, and structural diaphragm of all work and approximately 60% complete drawings and specifications of all other required construction documents. Part I also includes incorporating the revisions identified in the First submittal review.

After approval of the Part 1 drawings and specification submittal, the Government may issue a Letter of Authorization to commence with the Build Phase for all site and off-site utilities, clearing, grubbing, rough grading the site, demolition work, parking lot base course, foundation, and structural framing.

A Pre-design meeting will be conducted to distribute as-built drawings to the Design Build contractor, finalize and clarify technical information, and clarify other necessary information.

- b. Part 2 shall include all design services required to complete the second design submittal (100%). Part 2 design shall not begin until an approval of the Part 1 submittal is issued.

3. BUILD PHASE

The Build Phase will be initiated by an authorization letter.

The authorization letter will be provided separately by the Contracting Officer for each phase of the work. The Government may give the DB Contractor authorization for the Build Phase for portions of the work following review and approval of the First Design Submittal]

Weekly coordination meetings will be held at which, as a minimum, the DB Contractor's Project Manager, a representative of the Designer, the site Superintendent, and the Contractor's Quality Control Manager shall be present.

4. PROJECT SCHEDULE:

The following is a *suggested* internal design schedule and is subject to modification by the Offeror to suit their particular method of operation. Overall time constraints are required and cannot be changed except by contract modification. Prospective offerors shall be required to submit a complete schedule for design and construction that meets or exceeds the overall time goals of the Government for this project.

Notice to Proceed	following Award of Contract (upon written notification)
Design Phase, Part 1 - Basic Services Pre-design Meeting	within 7 days from Award of Contract
CESA (*) and Utility studies due	within 30 days after Award of Contract (<i>if study is required</i>)
* CESA (Computer Energy Study/Analysis)	Study Review meeting within 7 days after submission of study <i>if study is required- location TBD</i>)
First Design Submittal Due (<i>50% design submittal - site design at 100% completion level</i>)	within 30 days following Award of Contract
Submittal Review Conference (<i>location TBD</i>)	within 7 days following 50 percent submittal
Authorization to Commence Design Phase Part 2	Upon approval of first design submittal
Build Phase authorization to commence site preparation, utilities, and foundation construction	Upon approval of corrected first design submittal

Design Phase, Part 2 Second
 Submittal Due Design Phase, Part 2
(99% design submittal - 100% completion level for other than site work)

Submittal Review Conference
 within 7 days following 100
 Percent

(location TBD)
 submittal Incorporate Changes to
 Submittals within 7 days following
 review conference

(Re-Submit for Review and Approval – 100% design submittal)

Build Phase Authorization for Remainder
 of Work
 Upon approval of Second design submittal

Construction:

Base Proposal Construction 420 Days
 Options – refer Section 00010 420 Days

Total Design and Construction Period 420 Days (performance period includes design
 and construction phases)

The Site work construction will not be allowed to proceed until de-mining is complete.
 Liquidated damages in the amount of \$1242.08 for every calendar day of delay shall be assessed
 and charged to the Contractor.

All days are in calendar days.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION

PART 1 GENERAL

1.1 GENERAL

This section identifies documents issued with this RFP which establish the concept or basis for the project design. These requirements are minimum standards and may be exceeded by the Offeror. Deviations from these concepts and standards may be approved if considered by the Government to be in its best interests.

The extent of development of these requirements in no way relieves the successful Offeror from the responsibility of completing the design, construction documentation, and construction of the facility in conformance with applicable criteria and codes.

1.2 ENGINEERING AND DESIGN CRITERIA

General design requirements are set forth in this RFP herein. The Specifications Divisions 02 thru 16 are the primary specifications criteria for the design and construction of the project. No design criteria will be furnished by the Afghanistan Engineer District except that which may be required for design and is not available from commercial sources or from the Construction Criteria Base (CCB) or 'Techinfo' website located at <http://www.wbdg.org/ccb/>. The references within CCB must be obtained by the A/E if the criteria are required or desired. All design, unless otherwise specified, shall be based on nationally recognized industry standard, criteria, and practice.

1.3 APPENDIX DOCUMENTS

See Appendices for further technical requirements, criteria and parameters that are a part of this contract.

1.4 SPECIFICATIONS

Specifications included herein shall be utilized as design criteria and minimum standards for the corresponding construction work. The successful Offeror shall develop complete construction specifications using the criteria included in these specifications.

The Government will provide Division 1 specifications sections as required, to the successful Offeror; and these sections shall be included in the final construction specifications without change. The Design Build Contractor shall furnish these specifications on electronic media for the production of construction specifications when requested. These specifications shall be submitted together with other required contractor prepared project construction documents during the Second Design Submittal of the Design Phase, Part II.

1.5 ORDER OF PRECEDENCE

In case of conflict, duplication, or overlap of design criteria specified in the documents referenced in this section, the following order of precedence shall be followed:

1. Drawings.
2. General written design requirements within RFP narrative.
3. General guidance from referenced publications herein.

1.6 MANDATORY CRITERIA

Portions of the design criteria documents provide mandatory criteria. Mandatory criteria consists of drawings, schematics, specifications, and other requirements which shall not be altered or modified for proposal submittal or subsequent final design except for minor adjustments for coordination or except for

cost reduction proposals as specified in Section 00150 - THE DESIGN BUILD PROCESS. Non-mandatory criteria shall be considered minimum requirements and may be enhanced, improved, or substituted to better suit design requirements or to improve evaluation consideration. Mandatory requirements are as listed below. All other design criteria shall be considered non-mandatory.

Work Plan

Boundary survey plan

Topographic survey plan

Any mandatory criteria referenced within Project Program.

Any other criteria listed herein which is listed, shown or implied as mandatory.

1.7 ADDITIONAL DOCUMENTS/CRITERIA FURNISHED BY THE GOVERNMENT

The following documents will be furnished to the Design/Build Contractor when requested by the Offeror or Contractor:

Design Criteria published by the Government such as Technical Manuals (TM), Engineer Manuals (EM), Engineer Technical Letters (ETL) and other documents related to the design referenced herein which are not available on the Internet, including the CCB website.

Commercial design criteria and specifications will not be furnished by the Government.

Conversion of electronic media to other formats shall be the responsibility of the Design Build Contractor.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION (Not Applicable)

-- End of Section --

SCOPE OF WORK

1. GENERAL

All work in this contract is for to design and build a single-story hospital addition to an existing hospital at an ANA Regional Garrison that will enhance the ability to treat all patients within the garrison. The intent of this project is to provide an additional patient care facility, along with related administrative,

visiting and support capabilities. As delineated in this section and described in Section 01015, hospital additions are intended to be built at Gardez garrison. Bids shall be accepted as put forth in the 00010 Price Schedule.

1.1 Base Bid Facilities to be designed and constructed shall be: the hospital addition, utilities, and infrastructure as specified in 01015.

1.2 The contractor shall perform work to consist of site demolition as required, grading, design, construction of the new medical facility and features, and modification to the existing medical facility as delineated in paragraph 2 of this document. Included are the installation of aggregate base course (ABC) material driveways, walkways, and parking lots. The Contractor shall perform mine and unexploded ordnance (UXO) clearing as required. The contractor shall provide utility connections as required for the facility to the existing garrison utility systems. Contractor shall be responsible for existing utility relocation, if existing utilities occupy the site of the hospital addition.

1.3 Work shall be executed in accordance with the Technical Requirements in Section 01015 and the attached schematic building layouts and other information provided with the Request for Proposal. The contractor shall perform a geotechnical investigation as defined in Section 01015, and shall submit a copy of the report in Microsoft Word 2004 format. The contractor shall perform a site topographic survey of the entire site and shall submit an electronic copy in AutoCAD 2000 (or later version) prior to construction, as defined in Section 01335. A proposed site grading and Drainage Plan shall be submitted and cleared for construction prior to the beginning of construction. The contractor shall provide a copy of all As-Built drawings in AutoCAD 2000 (or later version) after the construction is completed. The As-Built drawings shall contain all the modifications and changes made during construction. All utilities shall be complete and operational prior to the occupancy.

1.4 All work under this contract shall be completed in accordance with SECTION 00700, Clause 52.211-10, Commencement, Prosecution and Completion of Work. All work under this contract shall be completed and buildings ready for beneficial occupancy in accordance with the following schedule:

Work Items to be completed no later than 60 Calendar Days after Contract Award: Site Debris Clearing and Site Preparation

Work Items to be completed no later than 420 Calendar Days after Contract Award: Hospital Addition located at ANA Garrison

1.5 All requirements set forth in the Scope of Work, but not included in the Technical Requirements, shall be considered as set forth in both, and vice versa.

1.6 The generalized description of the project is given in paragraph 2.0. Specific design guidance is provided in section 01015. Additionally the Government has provided conceptual floor plans or details for all work items in this contract. These conceptual drawings are listed in paragraph 10 of specification section 01015. The Contractor will need to include, but not be limited to, incorporation of seismic criteria in building and building systems, site adapting as required, providing additional detail drawings as required, etc. The Contractor shall site-adapt the existing design to assure that the designs reflect the requirements of Section 01015, making approved changes as required. The Contractor shall prepare 100% complete designs based on the conceptual floor plans and drawings provided for any buildings and systems for review by the Government. The Contractor shall also be responsible for the construction of

shall become the property of the Government and may be used in the future by the Government for construction of similar facilities without further compensation to the Contractor.

1.7 Reference section 01335, Figure 6, addresses the number of copies of each submittal required. In addition to printed half sized copies the Contractor shall provide electronic version of all design documentation in AutoCAD version 2000 (or later) and Microsoft Word 2004 format with each design submittal. Files shall be arranged on a CD with each facility clearly identified as a separate subdirectory, with all files for that facility contained in that subdirectory.

1.8 Contractors are encouraged to use private sector Afghan subcontractors and workers (to include, but not limited to, laborers and skilled tradesman) to the extent that each is capable of performing required work. Contractors are encouraged to use locally-produced Afghan materials and equipment to the extent that each can satisfy contract requirements, including all technical or other specifications.

1.9 The contractor shall maintain the existing COE Field Office Facility, housing, equipment, and servicing as defined in Section 01060, 1.13, Special Facilities and Services to be furnished by the Contractor.

1.10 To the best knowledge of the Government, the areas identified in the garrisons for the proposed facilities have been cleared of mines and UXO's. In the event that mines or UXO are found, the Contractor shall search, identify and clear all mines and unexploded ordnances (UXO's) from the entire site. The contractor shall provide the government a letter indicating that the site is clear of mines and UXO's and is available for construction operations to proceed. All mine and UXO clearing shall be done in accordance with the International Mine Action Standards (IMAS) and clearance shall be accomplished to the anticipated foundation depth. These standards can be found at <http://www.mineactionstandards.org>. Work will not commence in any area that has not been cleared. For any and all areas on or around the site, it is the responsibility of the Contractor to be aware of the risk of encountering mines and UXO's and to take all actions necessary to assure a safe work area to perform the requirements of this contract. The Contractor assumes the risk of any and all personal injury, property damage or other liability, arising out of and resulting from any Contractor action hereunder. In any case the Contractor shall be responsible for identifying all mines and UXO's within the entire site. Once the mines and UXO's are identified, the Contractor shall place them in a location in accordance with IMAS. This work shall proceed in phases, concurrently with other construction efforts as determined by the contractor. If a UXO/mine is encountered after site clearance and during project construction, UXO/mine disposal shall be handled in accordance with Section 01015, Technical Requirements, paragraph 1.6.

1.11 All areas for construction shall be cleared of shrubs, metal, trash and any other items. Construction areas shall be graded, leveled, graveled and properly compacted prior to construction of the facility. Contractor is responsible for the proper removal and disposal of all unnecessary items collected at construction site prior to any construction.

1.12 Temporary fencing shall be installed surrounding the construction area prior to beginning any construction.

1.13 The contractor will reduce the accumulation of debris on roadways leading to, and in the construction area. The contractor is responsible for maintaining proper garbage disposal bins. Contractor will ensure that excess materials are properly disposed of on a daily basis.

1.13 Site Grading, Drainage Plan, Storm Water, and Landscaping Requirements: Contractor shall submit a proposed site grading, storm water, and drainage plan to be cleared for construction prior to the

beginning of construction. Contractor shall design an installation storm water collection plan which shall allow for proper site drainage, shall use a combination of site grading and drainage structures as appropriate, and shall incorporate landscaping to utilize the water collected by the storm water collection system to help sustain the landscaping.

1.14 The new facility shall be tied into the existing electrical infrastructure grid in the garrison. The contractor shall perform a power load calculation to determine the specific amount of power required for the facility. Contractor shall submit electrical diagram designs to the Contracting Officer for approval. Contractor shall connect the facility to existing garrison power and install any necessary upgrades to service.

1.15 Contractor shall tie into existing garrison water supply and install any necessary upgrades to service. Contractor must perform pressure tests on all installed piping and new equipment. Ensure all connections and fittings have been properly installed and no leaks are present prior to putting water system into service.

1.16 Sewage requirements: Contractor shall design and construct a sewer system to tap into existing garrison sewage line, which includes, but is not limited to piping, connections, manholes, cleanouts and any necessary upgrades to service.

1.17 Finish grade: An area 2 meters from each building surrounding new construction shall be graveled for dust and erosion control. Finished road and area surfaces shall be leveled, graded, and sloped to insure proper drainage away from facilities and to match the existing surface surrounding the new facility.

1.18 All material approved shall become standardized material to be used throughout this facility under this contract. Deviation from the approved material is not authorized unless approved by the Contracting Officer.

1.19 The Contractor shall, in accordance with the terms and conditions set forth below, furnish all labor, management, facilities, supplies, equipment and material, and execute the items necessary for the performance of work as set forth herein. All supplied materials shall be new and of best quality. During execution of the work, the Contractor shall provide adequate professional supervision and documentation for quality control to assure the accuracy, quality and completeness of the work.

1.20 Bidder instructions for quantity items, per Section 00010 – Supplies Or Services And Prices: Bidder shall provide prices for indicated quantities based on providing sub-grade water and electric supply lines and sewage branch lines to nearest existing mains, including all tie-ins. Excavation / fill and demolition / scrap metal removal includes removal of excess or unwanted materials and/or hauling desired materials to or from designated local garrison site.

The building design for the project shall consider solar gain, wind breaks, insulation, and local building techniques to reduce building heat loss and heat gain. Contractors are encouraged to include energy efficiency heating and cooling solutions. Central air conditioning systems shall have a minimum SEER of 12.

1.21 Not used.

1.22 Final acceptance of the work - The contractor shall schedule an inspection with the government for final acceptance of the work, following substantial completion of all elements of the project described in this contract. Based upon a visual walk through of the project site, the government will determine if

the facility is complete and useable, along with any minor punch-list items that require correction. The contractor shall have 30 days from final acceptance to correct any punch-list items. If punch-list items are not satisfactorily completed within that timeframe, the government reserves the right to issue a deductive modification for the unresolved deficiencies and pursue completion of the work via another contractor.

1.23 Warranty: The Contractor shall repair and/or replace all defective materials or workmanship at his cost for a one year warranty period, commencing upon the date of final acceptance of the project.

2.0 BID WORK ITEMS:

The following description applies to the hospital addition building and parking facility based on specific features and requirements. All standard construction amenities such as heating, lighting, parking lot lighting, site drainage, utility connections etc. shall be required. Central heating, ventilation and air conditioning will be required for this Facility. Include windows for natural lighting to the maximum extent where possible and appropriate. Windows should be operable type with insect screens. All rooms with water sources shall include floor drains. Drawings referenced are contained in Section 01015. Minimum sizes for interior spaces are as indicated in the Facilities Program at Appendix A. All entries / exit doors shall be provided with a concrete stoop, and a concrete sidewalk connection as described in Section 01015, between this stoop and the nearest sidewalk, road or parking area. Suggested plan layout arrangements are as shown on attached floor plan drawings. Extent of plumbing fixtures are as indicated at plan. The locations of the hospital addition and parking lot are indicated on the attached site plan drawings. These locations may vary due to unforeseen limitations or in coordination with the Resident Engineer.

2.1. HOSPITAL ADDITION

Design and build a single-story hospital addition to an existing hospital at an ANA Garrison. The addition shall access the existing hospital via an enclosed breezeway. The addition shall provide patient care areas for 51 patients, along with related administrative and support capabilities. Interior functions of the facility shall consist of the following:

Patient care areas include semi-private space for 46 beds including baths. Include an isolation ward for 4 beds, including baths and an isolation visitation area. All patient rooms shall have direct access to windows for natural light and views. Install curtains in multiple patient rooms. All rooms will be sized so that one surgical bed may fit between each patient bed. All doors/hallways need to be sized per medical standards. A one bed patient room shall be provided for VIP patients. All baths shall be equipped with Eastern toilets. Ablution is intended to occur at showers.

Patient support areas include a barber shop.

Provide and install patient rails in all hallways.

Provide a pharmacy storage area for patient medications.

Provide a storage area for medical waste/hazardous waste to be adjacent to an incinerator. Note that the incinerator must be positioned down wind of the wing and existing bed area of the hospital.

Provide a storage room for non-medical supplies.

Provide toilet/sink for visitors, male and female.

Visitor support areas include VIP visitor beds, visitors waiting area with vendor alcove, and male and female visitor toilet rooms. Visitor areas shall be located to be under direct visual supervision of the nurse station.

Nursing support areas include a procedure room, duty nurse office, central nursing station, nurse's study, laundry facilities, soiled and clean linen storage rooms, administrative supply storage and medical supply storage. Procedure room to include plaster sink, cabinets and counters. Soiled linen room to include clinic sink. Nurse station shall include space and electrical power for a pharmacy dispensing machine. Nurse station shall include full width counters and cabinets and under counter refrigerator and icemaker.

Hospital diagnostic area includes a CT Scanner room including operator area, directly accessed by the hospital connecting corridor. Room shall be outfitted according to CT Scanner manufacturer's recommendations.

Hospital staff support areas include a conference room, a staff break room, male and female staff toilets and showers, private offices for 25 doctors, and shared office space for 30 staff. Staff break room shall include a counter and sink, cabinets, full size refrigerator and 40 personal lockers

Building support areas include facilities manager office, general mechanical room, isolation ward mechanical room, janitor office, janitor supply room, and janitor closet. Janitor closet shall include floor basin.

The hospital addition floor level shall be constructed at the same elevation as the floor level of the existing hospital to avoid any steps or inclines between the new spaces and existing spaces.

Refer to the Civil, Site, Architectural, Structural, Mechanical, and Electrical work and requirements listed in Section 01015 to design and construct the hospital addition. The structure shall include all internal electrical, mechanical, plumbing and telecommunications systems. Connections of new utilities to existing utilities shall be reviewed and approved by the Contracting Officer. Include fire suppression system. Include an oxygen system to be tied in with existing bed system as well.

2.2. SITE GRADING

The contractor shall perform site grading for the new facility.

2.3. PARKING LOT

The contractor shall design and construct a 25 space parking lot adjacent the new hospital addition facility.

2.4. LANDSCAPING

The contractor shall design and construct suitable landscaping adjacent the new hospital addition facility.

-- End of Section --

SECTION 01015 TECHNICAL REQUIREMENTS

1. GENERAL

This project is for design and construction of a hospital addition to existing Afghanistan National Army Regional Hospitals as defined in Section 01010 SCOPE OF WORK, which shall be executed in accordance with the following requirements:

1.1 The Contractor's design and construction must comply with technical requirements contained herein. The Contractor shall provide design and construction using the best blend of cost, construction

efficiency, system durability, ease of maintenance, and environmental compatibility. All requirements set forth in the Technical Requirements, but not included in the Scope of Work, shall be considered as set forth in both, and vice versa.

1.2 All calculations and design shall be performed by professional engineers and architects. The designers shall provide evidence of the design conformance to recognized industry standards including presentation of calculations as appropriate.

1.3 These design and product requirements are minimum requisites. The Contractor is encouraged to propose alternate design or products (equipment and material) that are more commonly used in the region; will be equally or more cost effective or allow for more timely completion, but furnish the same function, system durability, ease of maintenance and environmental compatibility. The Contractor will be required to submit information as requested by the Contracting Officer to make a comparison of the proposed alternate. All variations must be approved by the Contracting Officer.

1.4 UTILITIES

1.4.1 Contractor shall coordinate with the Contracting Officer and perform a power load calculation to determine the specific amount of power required for the hospital addition. Contractor shall submit electrical diagram designs to the Contracting Officer for approval. Contractor shall connect facilities to the existing garrison power system and install any necessary upgrades to primary and secondary service.

1.4.2 Contractor shall coordinate with the Contracting Officer and verify that an adequate water supply distribution system exists within the garrison. Contractor shall connect the facility to the existing garrison water distribution system and install any necessary upgrades to the water supply source and distribution system.

1.4.3 Contractor shall coordinate with the Contracting Officer and verify that adequate sanitary sewer collection system exists within the garrison. Contractor shall connect the facility to the existing garrison sanitary sewer collection system and install any necessary upgrades to the sanitary sewer collection system.

1.4.4 Contractor shall be responsible for relocating any existing utilities that are on or under the site of the proposed hospital addition. New location of any utilities requiring relocation shall be coordinated with the Contracting Officer.

1.5 ASBESTOS CONTAINING MATERIALS

Asbestos containing material (ACM) will not be used in the design and construction of this project. If no other material is available which will perform the required function or where the use of other material would be cost prohibitive, a waiver for the use of asbestos containing materials must be obtained from the Contracting Officer.

1.6 SAFETY

1.6.1 UXO/Mine Discovery During Project Construction

It is the responsibility of the Contractor to be aware of the risk of encountering UXO and to take all actions necessary to assure a safe work area to perform the requirements of this contract. If after the entire site has been cleared of UXO/mines per the International Mine Action Standards (IMAS) and clearance is done to the anticipated foundation depth, the Contractor becomes aware of or encounters UXO or

potential UXO during construction, the Contractor shall immediately stop work at the site of the encounter, move to a safe location, notify the COR, and mitigate any delays to scheduled or unscheduled contract work. The Contractor shall remove and dispose of UXO's per the International Mine Action Standards (IMAS). These standards can be found at <http://www.mineactionstandards.org>. The Contractor assumes the risk of any and all personal injury, property damage or other liability, arising out of and resulting from any Contractor action hereunder. In these cases the contractor shall be required to identify and dispose of the ordnance.

1.6.2 Explosives Safety

1.6.2.1 General Safety Consideration

General safety considerations applicable to personnel, both essential and non-essential, at project sites where UXO may be encountered include:

- a. Do not carry fire or spark-producing devices.
- b. Do not conduct explosive or explosive-related operations without approved procedures and proper supervision and UXO safety support.
- c. Do not become careless by reason of familiarity with UXO or the reported probability level of UXO contamination.
- d. Do not conduct explosive or potentially explosive operations during inclement weather.
- e. Avoid contact with UXO except during UXO clearance operations.
- f. Conduct UXO-related operations during daylight hours only.
- g. Employ the "buddy system" at all times.

1.6.2.2 Activity Hazard Analysis (AHA) Briefings

- a. Activity Hazard Analysis's shall be prepared in accordance with the Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.
- b. Hazard analyses will be prepared and briefed by personnel that are knowledgeable in UXO and explosives safety standards and requirements. These personnel should understand the specific operational requirement and hazard analysis methodologies. A hazard analysis will be performed for each activity to determine the significance of any potential explosive-related hazards. Explosive residues may be discovered or exposed during UXO operations in the form of powder or various granular and powder based pellets. These contaminants can enter the body through the skin or by ingestion if proper personal hygiene practices are not followed. Explosive fillers such as white phosphorus are dangerously reactive in air and acute exposure can result in serious injury to the skin, eyes, and mucous membranes. They are also a fire hazard.
- c. Safety requirements (or alternatives) that will either eliminate the identified hazards, mitigate or control them to reduce the associated risks to an acceptable level will be developed. The adequacy of the operational and support procedures that will be implemented to eliminate, control, or abate identified hazards or risks will then be evaluated and a second risk assessment completed to verify that a satisfactory safety level has been achieved.

1.6.2.3 Notification of compliance

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall make no part of the time lost due to such stop orders the subject of claim for extension of time or for excess costs or damages.

1.7 LIMITATION OF WORKING SPACE

Except where required for service connections or other special conditions the Contractor shall confine his operations strictly within the boundaries of the site. Workmen will not be permitted to trespass on adjoining property. Any operations or use of space outside the boundaries of the site shall be by arrangement with all interested parties. It must be emphasized that the Contractor must take all practical steps to prevent his workmen from entering adjoining property and in the event of trespass occurring the Contractor will be held entirely responsible.

1.8 TEMPORARY STRUCTURES

The Contractor shall erect suitable temporary fences, lighting, and necessary structures to safeguard the site, materials and plant against damage or theft and for the protection of the general public and shall adequately maintain the same throughout the course of the contract. All utility costs to support temporary structures during the contract period of performance shall be paid by the Contractor.

1.9 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

1.10 Delivery, Storage, and Handling

Deliver prefabricated components, sheet, pre-framed panels, and other manufactured items so they will not be damaged or deformed. Package wall and roof panels for protection against transportation damage. Exercise care in unloading, storing, and erecting wall and roof pre-framed panels to prevent bending, warping, twisting, and surface damage. Store metal wall and roof panels so that water accumulations will drain freely. Do not store pre-framed panels in contact with other materials that might cause staining, denting, or other surface damage.

1.11 The following is additional specification guidance. Use guidance below in conjunction with the standard design specifications already being used on the specific installation. Please bring any discrepancies between the following design-build guidance specifications and present construction specifications to the attention of the Contracting Officer and/or the Resident Engineer. Use of existing standard design details is encouraged.

2. CIVIL

SITE DEVELOPMENT

2.1 GENERAL

The project includes furnishing all materials, equipment and labor for design and construction of the site, site grading, water system, sanitary sewer system, and storm water drainage, as applicable.

Civil site development includes the following items of work:

- a. Environmental Protection
- b. Demolition
- c. Grading, Drainage, and Landscaping
- d. Paving for Roads and Vehicle Parking
- e. Civil utilities.
- f. Electrical Power Distribution

2.1.1 List of Reference Documents and Technical Criteria:

The following documents and technical publications, and standards listed in the text of this document, shall be used for the design and construction of this project. The publications shall be those of the most recent edition. Criteria and Standards other than those mentioned may be used if approved by the Contracting Officer. The replacement Criteria or Standard shall be internationally recognized and meet the minimum requirements of that specified. The Contractor shall submit documentation verifying acceptability. No replacement Criteria or Standard shall be used before approval.

AABC - Associated Air Balance Council (National Standards for total System Balance)

Air Force Manual 32-1071, Security Engineering, volumes 1-4, 1 May 1994

American Water Works Association, ANSI/AWWA C651-99 standard

ANSI/IEEE Std 81-1983

ANSI/NETA ETT-2000

ANSI/NETA MTS 7.2.2-2001

ANSI/TIA/EIA-568 Commercial Building Telecommunications Cabling Standard

ANSI/TIA/EIA-569 Commercial Building Standard for Telecommunication Pathways and Spaces

EIA ANSI/TIA/EIA-607: (1994) Commercial Building Grounding/Bonding Requirement Standard.

ARI - Air Conditioning and Refrigeration Institute

Army TM 5-853-1, Security Engineering, vols. 1 through 4, 12 May 1994

ASCE 7-02, Minimum Design Loads for Buildings and Other Structures, 2002

ASHRAE - American Society of Heating, Refrigeration and Air-Conditioning Engineers

ASME - American Society for Mechanical Engineering

ASTM - American Society for Testing and Materials

AWS - American Welding Society

EIA ANSI/TIA/EIA-607: (1994) Commercial Building Grounding/Bonding Requirement Standard.

EPA -Onsite Wastewater Treatment and Disposal Systems

EIA ANSI/TIA/EIA-607 Commercial Building Grounding/Bonding Requirement Standard.

ETL 1110-3-412 Transformer Application Guide

ETL 1110-3-502, Telephone and Network Distribution System Design and Implementation Guide.

Factory Mutual (FM) Approval Guide-Fire Protection (2002).

IBC-International Building Code

IMC – International Mechanical Code

IPC – International Plumbing Code

IEEE C2 National Electrical Safety Code (NESC)

IEEE 48 IEEE Standard Test Procedures and Requirements for Alternating- Current Cable Terminations 2.5 kV Through 765 Kv

IEEE Std 62TM-1995 (R2005)

IEEE Std 81.2-1991

IEEE standard 400-1991

IEEE standard 519-1992

IESNA Lighting Handbook

International Electrical Testing Association Inc. (NETA) Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems

MIL-HDBK-1003/11 Diesel-Electric Generating Plants

MIL-HDBK-1004/21 Power Distribution Systems

MIL-HDBK-1012/3

NFPA 10, Portable Fire Extinguishers

NFPA 70, National Electrical Code

NFPA 72, National Fire Alarm Code, 2002 edition

NFPA 90A, Air Conditioning and Ventilating Systems, 2002 edition

NFPA 99, Health Care Facilities

NFPA 101, Life Safety Code, 2003 edition

NFPA 780, Lightning Protection

TI 800-01, Design Criteria

TM 5-684 , Facilities Engineering - Electrical Exterior Facilities

TM 5-688, Foreign Voltages and Frequencies Guide

TM 5-803-14, Site Planning and Design

TM 5-811-3, Electrical Design: Lightning and Static Electricity Protection

TM 5-813-1, Water Supply, Sources and General Considerations

TM 5-813-3, Water Supply, Water Treatment

TM 5-813-4, Water Supply, Water Storage

TM 5-813-5, Water Supply, Water Distribution

TM 5-813-9, Water Supply, Pumping Stations

TM 5-814-1, Sanitary and Industrial Wastewater Collection

TM 5-820-4, Drainage for Areas Other Than Airfields

TM 5-822-2, General Provisions and Geometric Design for Roads, Streets, Walks, and Open Storage Areas

TM 5-822-5, Pavement Design for Roads

TM 5-822-7, Concrete Pavements

TM 8-222-08, Standard Practice Manual for Flexible Pavements,

TM 5-822-11, Joints and Cracks in Rigid and Flexible Pavements

TM 5-822-12, Design of Aggregate Surfaced Roads and Airfields Areas

TM 5-822-14, Soil Stabilization for Pavements

UFC 1-200-01, Design: General Building Requirements, 31 July 2002

UFC 1-300-09N, Design Procedures, 25 May 2005

UFC 3-240-03, Operation and Maintenance: Wastewater Treatment System Augmenting Handbook

UFC 3 410-01FA, Heating, Ventilating and Air Conditioning
 UFC 3 410-02A, Heating, Ventilation and Air Conditioning (HVAC) Control Systems
 UFC 3-501-03N Electrical Engineering Preliminary Considerations
 UFC 3-520-01 Interior Electrical Systems, 10 June 2002
 UFC 3-530-01AN Design: Interior and Exterior Lighting and Controls 19 Aug 2005
 UFC 3-540-04N Design: Diesel Electric Generating Plants 16 Jan 2004
 UFC 3-550-03FA ,Electrical Power Supply and Distribution
 UFC 3-550-03N, Power Distribution Systems
 UFC 3-560-10N, O&M: Safety of Electrical Transmission and Distribution Systems
 UFC 3-600-01, Fire Protection Engineering for Facilities
 UFC 4-010-01, Design: Minimum DoD Antiterrorism Standards for Buildings, 8 Oct 2003
 UFC 4-010-02, DoD Minimum Antiterrorism Standoff Distances for Buildings, 8 Oct 2003
 UFC_4-510-01, Design Medical Military Facilities
 Underwriters' Laboratories (UL) Fire Protection Equipment Directory (2002).
 USCINCCENT OPORD 97-1
 UL 467 Grounding and Bonding Equipment
 MIL-HDBK-1004/21 Power Distribution Systems
 MIL-HDBK-1005/9 Industrial and Oily Wastewater Control

2.2 ENVIRONMENTAL PROTECTION

2.1.2 Applicable Regulations

The Contractor shall comply with all Host Nation laws, rules, regulations or standards concerning environmental pollution control and abatement with regard to discharge of liquid waste into natural streams or manmade channels. The contractor shall review host nation and U.S. Government environmental regulations with the contracting officer prior to design and discharge of any liquid wastes into natural streams or manmade channels.

2.1.3 Notification

The Contracting Officer shall notify the Contractor in writing of any observed non-compliance with the foregoing provisions. The Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No extension of time or damages will be awarded to the Contractor unless it was later determined that the Contractor was in compliance.

2.1.4 Spillages

Measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides and insecticides, and construction materials from polluting the construction site and surrounding area.

2.1.5 Disposal

Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., shall be taken to a landfill or recycling center off site and subject to the approval of the Contracting Officer. Burning at the project site for the disposal of refuse and debris will not be permitted.

2.2 GENERAL OVERVIEW OF EXISTING INFRASTRUCTURE

Assume survey mapping and topographical maps are not obtainable. If existing and will be used, the accuracy shall be verified. Assume that there is a functioning infrastructure for water supply, pumping and distribution; sanitary sewer collection system, and lift stations or sewage treatment facility. Assume solid waste management and/or collection facilities exist. Assume that Primary Generation and Primary

and Secondary Power Distribution exist. Assume that roadways within the site exist.

2.3 CIVIL SITE DEVELOPMENT

2.3.1 Site Plan

The site plan shall show geometric design of the site, including applicable dimensions of all exterior facilities, mechanical equipment, pavements, utilities, etc. Required facilities are described in the following sections of this specification. All buildings, roads, parking areas, utility structures, and other site features, shall be clearly defined and dimensioned on the site plan. Buildings shall be located to provide access for emergency vehicles and fire fighting. Roads and parking areas shall be designed for turning radius of the largest vehicle entering the compound. All roads and areas where tractor-trailer vehicles will travel shall be designed for a 16.5 meter tractor-trailer. Design and construction of roads and pavements shall be based on recommendations from geotechnical investigation required herein.

2.3.2 SURVEY AND MAPPING

General Work to be performed - Conduct topographic survey and site mapping of the project site to include any existing and/or associated utilities, wet/dry creek beds, hydrological, geological, botanical or other physical conditions that could have an impact on design. Topographic survey data shall include horizontal and vertical (H&V) controls.

2.3.3 SURVEY REQUIREMENTS

2.3.3.1 Horizontal and Vertical Control

All information shall be located at the correct longitude and latitude coordinates as determined in the field. WGS84 datum shall be used in all cases. Longitude and latitude coordinates shall be converted and placed into the User Coordinate System of World Coordinates in AutoCADD, with the correct Universal Transverse Mercatum (UTM) Zone clearly identified in paper space. Gardez is located in UTM Zone 42.

No survey shall be rotated from its longitude and latitude datum or modified from 1:1 scale. Title Block, legend, and notes shall be provided in paper space only. Any rotation of survey from USC-World and longitude / latitude datum will not be accepted. The horizontal and vertical control established on site shall be a closed loop with third order accuracy and procedures.

2.3.3.1.1 If existing concrete monuments do not exist, provide three (3) concrete survey monuments at the survey site.

2.3.3.1.2 All of the control points established at the site shall be plotted at the appropriate coordinate point and shall be identified by name or number, and adjusted elevations.

2.3.3.1.3 The location of the project site, as determined by the surveyor shall be submitted in writing to the Contracting Officer. The site location shall be identified by temporary markers, approved by the Contracting Officer before proceeding with the surveying work.

2.3.3.2 Topography Requirements

2.3.3.2.1 General:

Topographical survey is required for the site. The contractor shall perform a topographic survey and establish all necessary permanent bench marks for vertical and horizontal control. At least 2 permanent

bench marks shall be established. The contractor shall perform all necessary topographic surveying / mapping as required for the design of site, grading, and drainage. The survey shall extend far enough beyond the construction limits to insure adequate drainage design and compatibility with future land development in the area.

2.3.3.2.2 A sufficient quantity of horizontal and vertical control shall be established to provide a detailed topographic survey at 1:500 scale with (25) centimeter contour intervals. Intermediate elevations shall be provided as necessary to show breaks in grade and changes in terrain.

2.3.3.2.3 The contours shall accurately express the relief detail and topographic shapes. In addition, 90 percent of the elevations or profiles interpolated from the contours shall be correct to within one-half of the contour interval and spot elevations shall be correct within plus or minus 2 centimeters.

2.3.3.2.4 Spot elevations affecting design of facilities shall be provided. Specifically, break points or control points in grades of terrain such as tops of hills, bottoms of ditches and gullies, high bank elevations, etc.

2.3.3.2.5 All surface and sub-surface structures features within the area to be surveyed shall be shown and identified on the topographic maps. In addition, these features shall be located by sufficient distance ties and labeled on the topographic sheets to permit accurate scaling and identification.

2.3.4 Demolition

Demolition shall include removal of all structures, foundations, pavements, utilities, and clear and grubbing. All refuse and debris shall be disposed of off site. Holes and depressions shall be backfilled. Fill materials shall be composed of satisfactory soils or aggregates defined in ASTM D 2487 as GW, GP, GM, SP, SM, SW, CL-ML. Minimum soil compaction shall be 95 percent of maximum density as defined in ASTM D 1557.

2.3.5 Grading, Drainage, and Landscaping

The contractor shall provide all necessary site grading and drainage. Drainage design shall use a design storm with a 10 year frequency. No new or existing facility shall be flooded during the design storm. Drainage of the area should be compatible with the existing terrain. Retention or storage ponds shall be provided as needed. The grading plan shall provide positive drainage of storm water and minimizes the requirement for drainage structures. Contractor shall design an installation storm water drainage plan which shall allow for proper site drainage, shall use a combination of site grading and drainage structures as appropriate, and shall incorporate landscaping to utilize the water collected by the storm water collection system to help sustain the landscaping.

2.3.5.1 Site Grading

The grading plan shall be based on a topographical survey of the site to include adjoining facilities. Grading plans shall show existing contours and new contours to indicate new grading, finished floor and pavement elevations, drainage swales, etc. Finish floor elevation at new facilities shall be at least 150 millimeters above finish grade. Grade around facilities shall slope away from the building at a 5% slope for a minimum of 3 meters. Maximum slope at other areas shall be based on the recommendation of the Geotechnical Report. Fill materials shall be composed of satisfactory soils or aggregates defined in ASTM D 2487 as GW, GP, GM, SP, SM, SW, CL-ML. Unpaved areas within the construction limits shall be graded smooth and left clear of debris and rubbish. Minimum soil compaction shall be 95 percent of maximum density as defined in ASTM D 1557.

2.3.5.2 Landscaping

Landscaping materials shall be selected to be as low maintenance as possible. Planting pits shall be backfilled with topsoil suitable for planting. Materials shall be indigenous and exhibit low water needs. The landscaping plan requirements are as follows:

- a. 1 tree per 5 linear meters of roadway, to be placed directly adjacent to the roadway.
- b. 1 tree per 750 square meters of building structure, to be placed adjacent to each respective structure.
- c. 1 shrub per 200 square meters of building structure, to be placed adjacent to each respective structure.

2.3.6 Paving

2.3.6.1 Asphalt

The Contractor shall design asphalt bituminous pavements according to TM 5-822-2 and TM 5-822-5 and using 7,000 tons per axle for road design.

2.3.6.2 Roads and Access Paths

All roads and access paths shall have a minimum wearing surface width of 7.3 meters (24 feet) unless otherwise noted, graded for proper drainage, provided with necessary drainage structures, and completed with prescribed surfaces in accordance with applicable sections of TM 5-822-2 and TM 5-822-12. Contractor shall notify the Contracting Officer immediately if initial site survey determines that area hydrology requires major drainage structures or bridges. Also, the Contracting Officer shall be immediately notified if the required lengths of road or preexisting conditions are determined to be substantially or materially different than the above-described conditions/estimates.

2.3.6.3 Parking Lots

Parking lots shall be graded for proper drainage, provided with necessary drainage structures, and completed with prescribed surfaces in accordance with applicable sections of TM 5-822-2 and TM 5-822-12. Standard wheeled vehicles parking spaces shall be 3 meters by 6 meters. Parking lot drive aisles shall be 7.3 meters wide, and turning radii shall be designed according to the appropriate design vehicle size.

2.3.6.4 Concrete Pads

The design shall be based on TM 5-822-5 and using 7,000 tons per axle for road design.

2.3.6.5 Sidewalk Design

Sidewalks shall be provided to connect parking areas with buildings and adjoining buildings where foot traffic is anticipated. Sidewalks shall be concrete and be at least 1.5 meters wide.

2.4 CIVIL UTILITIES

2.4.1 General

The contractor shall provide design and construction of the tie-in into existing water and sanitary sewer systems. A comprehensive design analysis shall be prepared and submitted. The design of the water and sanitary systems shall be sized to provide flow and discharge based on a fixture unit basis. The design drawings shall show all utility lines, line sizes, valves, manholes, disinfection systems, and applicable details associated with the water and sanitary sewer system designs. Specifications covering water lines, valves, pumps, controls, sanitary sewers and storm sewers shall be submitted as part of the design. Contractor shall connect the water and sanitary sewer system to each facility requiring service.

2.4.2 WATER

General: Infrastructure design and construction shall serve the demand. The Contractor shall install water distribution branches, laterals, lines and service connections to include all pipe, valves, fittings and appurtenances. Exterior water line construction shall include service to all buildings as described in the Scope of Work Section 01010. Design and construction of the water system shall provided flow and pressure as required for each facility. The Contractor shall coordinate with the Contracting Officer as to the design capacity of the system. In the event potable or non-potable use water is required prior to completion of the water facilities infrastructure the Contractor may be issued a Request for Proposal to provide non-potable (tank truck) and potable (bottled or other reliable source) consumption. Provide a minimum of one (1) outside water hydrant (hose spigot) for any building or facility for which a water supply is provided for landscaping purposes. All sinks shall have hot and cold running water.

2.5 WATER DISTRIBUTION SYSTEM

2.5.1 General

The Contractor shall provide a water distribution system described as follows: Pipe diameters used in the network shall be 300mm, 250mm, 200mm, 150mm and 100mm, as calculated, using ductile iron (DI) conforming to AWWA C151, installed in accordance with C 600 or polyvinyl chloride (PVC) as per ASTM D 1784 and 1785. All pipes and joints shall be capable of at least 1.03 Mpa (150psi) and 1.38 (200psi) hydrostatic test pressure unless otherwise specified. Pipes should be adequate to carry the maximum quantity of water at acceptable velocities 0.9 to 1.5m/sec (3 to 5 ft/sec) at maximum flows not to exceed 2.8m/sec (9.2ft/sec) with working pressures of 240kPa (35psi) to 350kPa (50psi). Minimum pressure is 140kPa (20psi) to all points of the distribution system and maximum pressure of 690kPa (75psi). If high pressures (greater than 690kPa) cannot be avoided, pressure-reducing valves shall be used. Water service connections to buildings shall vary from 19mm, 25mm or 38mm to 75mm, as calculated, depending on the usage requirement. Pipe service connections from the distribution main to the building shall be either Polyvinyl Chloride (PVC) plastic Schedule 80 ASTM D 1785 or copper tubing conforming to ASTM B 88M, Type K, annealed. After choosing piping material type, use similar piping materials for all buildings for efficiency of future maintenance activities. The distribution network shall be laid out in a combination grid and looped pattern with dead ends not exceeding 30m. Dead end sections shall not be less than 150mm diameter and shall either have blow off valves or fire hydrants (flushing valves) installed for periodic flushing of the line. Any pipe with a fire hydrant on the line shall be at least 150mm in diameter. Water supply distribution shall connect to a building service at a point approximately 1.5m outside the building or structure to which the service is required. Adequate cover must be provided for frost protection. A minimum cover of 80cm is required to protect the water distribution system against freezing. Water lines less than 1.25 meters deep under road crossings shall have a reinforced concrete cover of at least 150 mm thickness around the pipe.

2.5.2 Pipe

The Contractor shall provide pipe of adequate strength, durability and be corrosion resistant with no adverse effect on water quality. The exterior surface of the pipe must be corrosion resistant. If the pipe is installed underground pipe shall be encased with polyethylene in accordance with AWWA C105. Water distribution pipe material shall be PVC or Ductile Iron (DI). Ductile iron pipe shall conform to AWWA C104. DI fittings shall be suitable for 1.03MPa (150psi) pressure unless otherwise specified. Fittings for mechanical joint pipe shall conform to AWWA C110. Fittings for use with push-on joint pipe shall conform to AWWA C110 and C111. Fittings and specials shall be cement mortar lined (standard thickness) in accordance with C104. Polyvinyl Chloride (PVC) pipe shall conform to ASTM D 1785. Plastic pipe coupling and fittings shall be manufactured of material conforming to ASTM D 1784, Class 12454B. PVC screw joint shall be in accordance with ASTM D 1785, etal, Schedules 40, 80 and 120. PVC pipe couplings and fittings shall be manufactured of material conforming to ASTM D 1784, Class 12454B. Pipe less than 80mm, screw joint, shall conform to dimensional requirements of ASTM D

schedule 80. Elastomeric gasket-joint, shall conform to dimensional requirements of ASTM D 1785 Schedule 40, All pipe and joints shall be capable of 1.03MPa (150psi) working pressure and 1,38MPa (200psi) hydrostatic test pressure.

2.5.3 Hydrostatic, Leakage and Disinfection Tests

The Contracting Officer will be notified not less than 48 hours in advance of any water piping test and will be given full access for monitoring, testing procedures, and results. Where any section of water line is provided with concrete thrust blocking for fittings or hydrants tests shall not be made until at least 5 days after installation of the concrete thrust blocking, unless otherwise approved.

2.5.3.1 Pressure Test

After the pipe is laid, the joints completed, and the trench partially backfilled leaving the joints exposed for examination, the newly laid piping or any valved section of piping shall, unless otherwise specified, be subjected for 1 hour to a hydrostatic pressure test of 1.03 MPa (150psi). Each valve shall be opened and closed several times during the test. Exposed pipe, joints, fittings, hydrants and valves shall be carefully examined during the partially opened trench test. Joints showing visible leakage shall be replaced or remade as necessary. Cracked or defective pipe, joints, fittings, hydrants and valves discovered following this pressure test shall be removed and replaced and retested until the test results are satisfactory.

2.5.3.2 Leakage Test

Leakage test shall be conducted after the pressure tests have been satisfactorily completed. The duration of each leakage test shall be at least 2 hours and during the test the water line shall be subjected to not less than 1.03 MPa (150psi). Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved or approved section, necessary to maintain pressure to within 34.5kPa (5psi) of the specified leakage test pressure after the pipe has been filled with water and the air expelled. Pipe installation will not be accepted if leakage exceeds the allowable leakage, which is determined by the following formula: $L = 0.0001351ND (P \text{ raised to } 0.5 \text{ power})$ $L = \text{Allowable leakage in gallons per hour}$ $N = \text{Number of joints in the length of pipeline tested}$ $D = \text{Nominal diameter of the pipe in inches}$ $P = \text{Average test pressure during the leakage test, in psi gauge.}$ Should any test of pipe disclose leakage greater than that calculated by the above formula, the defective joints shall be located and repaired until the leakage is within the specified allowance, without additional cost to the government.

2.5.3.3 Bacteriological Disinfection

2.5.3.3.1 Disinfection Procedure: Before acceptance of potable water operation, each unit of completed waterline shall be disinfected as prescribed by AWWA C651. After pressure tests have been completed, the unit to be disinfected shall be thoroughly flushed with water until all entrained dirt and mud have been removed before introducing the chlorinating material. Flushing will be performed in a manner and sequence that will prevent recontamination of pipe that has previously been disinfected. The chlorinating material shall be either liquid chlorine, calcium hypochlorite, or sodium hypochlorite. The chlorinating material shall provide a dosage of not less than 50ppm and shall be introduced into the water lines in an approved manner. Polyvinyl Chloride (PVC) pipelines shall be chlorinated using only the above-specified chlorinating material in solution. The agent shall not be introduced into the line in a dry solid state. The treated water shall be retained in the pipe long enough to destroy all non-spore forming bacteria. Except where a shorter period is approved, the retention time shall be at least 24 hours and shall produce not less than 25 ppm of free chlorine residual throughout the line at the end of the retention period. Valves on the lines being disinfected shall be opened and closed several times during the contact period. The line shall then be flushed with clean water until the residual chlorine is reduced to less than

1.0ppm. During the flushing period, each fire hydrant on the line shall be opened and closed several times.

2.5.3.3.2 Sampling: For each building connected to the water system, personnel from the Contractor's commercial laboratory shall take at least 3 water samples from different points, approved by the Contracting Officer, in proper sterilized containers and perform a bacterial examination in accordance with approved methods. The commercial laboratory shall be verified to be qualified by the appropriate authority for examination of potable water.

2.5.3.3.3 Acceptance Requirements: The disinfection shall be repeated until tests indicate the absence of pollution for at least 2 full days. The unit will not be accepted until satisfactory bacteriological results have been obtained.

2.5.3.4 Time for Making Tests: Except for joint material setting or where concrete thrust blocks necessitate a 5-day delay, pipeline jointed with rubber gaskets, mechanical or push-on joints, or couplings may be subjected to hydrostatic pressure, inspected and tested for leakage at any time after partial completion of backfill.

2.5.3.5 Concurrent Tests: The Contractor may elect to conduct the hydrostatic tests using either or both of the following procedures. Regardless of the sequence of tests employed, the results of pressure tests, leakage tests, and disinfection shall be recorded for submission and approval. Replacement, repair or retesting required shall be accomplished by the Contractor at no additional cost to the Government. a. Pressure test and leakage test may be conducted concurrently, b. Hydrostatic tests and disinfection may be conducted concurrently, using water treated for disinfection to accomplish the hydrostatic tests. If water is lost when treated for disinfection and air is admitted to the unit being tested, or if any repair procedure results in contamination of the unit, disinfection shall be re-accomplished.

2.5.4 Valves

Valves (Gate valves w/box) shall be placed at all pipe network tee and cross intersections and the number of valves shall be one less than the number of lines leading into and away from the intersection. For isolation purposes valves shall be spaced not to exceed 300m. Gate valves shall be in accordance with AWWA C 500 and/or C509. Butterfly valves (rubber seated) shall be in accordance with C504 et al. The valves and valve boxes shall be constructed to allow a normal valve key to be readily used to open or close the valve. Provide traffic-rated valve boxes. Provide concrete pad, 1 meter square, for all valve boxes.

2.5.5 Vacuum and Air Release Valves

Air release valves are required to evacuate air from the main high points in the line when it is filled with water, and to allow the discharge of air accumulated under pressure. Vacuum relief valves are needed to permit air to enter a line when it is being emptied of water or subjected to vacuum. Contractor shall submit manufacturer's data for properly sized combination air and vacuum release valves and determine their locations on the distribution system subject to review and approval of the Contracting Officer.

2.5.6 Blow-off valves

The Contractor shall provide 40-50mm blow-off valves at ends of dead end mains. Valves should be installed at low points in the mains where the flushing water can be readily discharged to natural or manmade drainage ditches, swales or other.

2.5.7 Thrust Blocking

Contractor shall provide concrete thrust blocking at any point where the layout of the system changes the direction of the flow, increases the velocity, or decreases or stops the flow. At these

points, the pipes and fittings must be anchored and kept from moving or pulling apart by the use of thrust blocks installed against undisturbed earth.

2.6 SANITARY SEWER

2.6.1 General

The Contractor shall obtain topographic information or other maps that show vegetation, drainage channels and other land surface features such as underground utilities and related structures that may influence the design and layout of the collection system. If maps are not available, or do not provide satisfactory information or sufficient detail of the site, field surveys shall be performed. Sanitary sewers less than 1.25 meters under road crossings shall have reinforced concrete cover at least 150 mm thick around the pipe.

Exterior sanitary sewer line construction shall include a tie-in into existing service lines and providing service to all buildings as described in the Scope of Work Section 01010. Contractor shall design sanitary sewer collection system using approved field survey data and finished floor elevations. Depending upon the topography and building location, the most practical location of sanitary sewer lines is along one side of the street. In other cases they may be located behind buildings midway between streets. Main collection sewers will follow the most feasible route to the point of discharge. The sewer collection system shall be designed to accommodate the expected occupant and facility load. All sewers shall be located outside of the roadways as much as practical, and minimize the number of roadway crossings. A sewer from one building shall not be constructed under another building, or remain in service where a building is subsequently constructed over it. Construction required shall include appurtenant structures and building sewers to points of connection with Building drains 1.5m outside the Building, to which the sewer collection system is to be connected.

The Contractor shall use the following criteria to provide a layout which is practical, economical and meets hydraulic requirements: 1) Follow slopes of natural topography, 2) avoid routing sewers through areas which require extensive restoration or underground demolition, 3) Avoid areas of high groundwater and placement of sewer below the groundwater table, 4) locate manholes at change in direction, size or slope of gravity sewers, 5) use straight sections between manholes, curved alignment shall not be permitted, 6) locate manholes at intersections of streets where possible, 7) avoid placing manholes where the tops will be submerged or subject to surface water inflow, 8) evaluate alternative sewer routes where applicable, 9) verify that final routing selected is the most cost effective alternative that meets service requirements. In the event that facilities to be provided under the contract must be occupied prior to completion of permanent wastewater infrastructure, the Contractor will be responsible for providing temporary portable shower and bathroom facilities.

2.6.2 Protection of Water supplies

The Contractor shall ensure that the sewer design meets the following criteria:

2.6.2.1 Sanitary sewers will be located no closer than 15m horizontally to water wells or reservoirs to be used for potable water supply.

2.6.2.2 Sanitary sewers will be no closer than 3m horizontally to potable water lines; where the bottom of the water pipe will be at least 305mm above the top of the sanitary sewer, horizontal spacing shall be a minimum of 1.8m.

2.6.2.3 Sanitary sewers crossing above potable water lines shall be constructed of suitable pressure pipe or fully encased in concrete for a distance of 2.7m on each side of the crossing. Pressure pipe will be as

required for force mains and shall have no joint closer than 0.9m horizontally to the crossing, unless the joint is encased in concrete.

2.6.3 Gravity Sewer

Sanitary sewers shall be designed to flow at 90 to 95 percent full. Sanitary sewer velocities shall be designed to provide a minimum velocity of 0.6 meters per second (mps) or 2.0 feet per second (fps) at the ADD flow rate and a minimum velocity of 0.8 to 1.05 mps (2.5-3.5fps) at the peak diurnal flow rate. In no case shall the velocity drop below 0.3 mps, (1.0fps) to prevent settlement of organic solids suspended in the wastewater. Pipe slopes shall be sufficient to provide the required minimum velocities and depths of cover on the pipe. Unless otherwise indicated (see Building Connections and Service Lines), gravity sewer pipe shall be installed in straight and true runs in between manholes with constant slope and direction. Adequate cover must be provided for frost protection. A minimum cover of 80cm will be required to protect the sewer against freezing.

2.6.4 Manholes

The Contractor shall provide standard depth manholes (MH), (depth may vary) an inside dimension of 1.2 meters (4 feet). Manholes shall be made of cast-in-place reinforced concrete with reinforced concrete cover. Alternate precast manhole option shall taper to a 75cm (30-inch) cast iron frame that provides a minimum clear opening of 600mm (24 inches). In every case, the manholes, frames and covers shall be traffic rated, H-20 load rating. All manholes shall be provided with a concrete bench with a flow line trough, smoothly formed to guide waste flow to the outlet pipe from the inlet pipe(s). The top surface of the bench shall be above the crown of all pipes within the manhole. All surfaces of the bench shall be sloped smoothly toward the trough to guide flow, even under peak flow conditions.

2.6.5 Manhole Design Requirements

Manholes are required at junctions of gravity sewers and at each change in pipe direction, size or slope, except as noted hereinafter for building connections.

2.6.5.1 Spacing: The distance between manholes must not exceed 120m (400 ft) in sewers of less than 460mm (18 inches) in diameter. For sewers 460mm (18 inches) and larger, and for outfalls from wastewater treatment facilities, a spacing of up to 180m (600 ft) is allowed provided the velocity is sufficient to prevent the sedimentation of solids.

2.6.5.2 Pipe connections: The crown of the outlet pipe from a manhole shall be on line with or below the crown of the inlet pipe.

2.6.6 Pipe

Pipe shall conform to the respective specifications and other requirements as follows: Provide Polyvinyl Vinyl Chloride (PVC) conforming to ASTM D 3034, Type PSM with a maximum SDR of 35, size 380mm (15inch) or less in diameter. PVC shall be certified as meeting the requirements of ASTM D 1784, cell Class 12454 B.

2.6.6.1 Fittings: Fittings shall be compatible with pipe supplied and shall have a strength not less than that of the pipe. Fittings shall conform to the respective specifications and requirements as follows: provide PVC fittings conforming to ASTM D 3034 for type PSM pipe.

2.6.6.2 Joints: Joints installation requirements shall comply with the manufacturers installation instructions. Flexible plastic pipe (PVC or high density polyethylene pipe) gasketed joints shall conform to ASTM D3212.

2.6.6.3 Branch connections: Branch connections shall be made by use of regular fittings or solvent-cemented saddles as approved. Saddles for PVC pipe shall conform to Table 4 of ASTM D 3034.

2.6.6.4 Frames and Covers: Frames and covers shall be cast iron, ductile iron or reinforced concrete, traffic rated in any case to an H-20 load rating. Cast iron frames and covers shall be traffic rated, circular with vent holes.

2.6.6.5 Steps for manholes: Steps shall be cast iron, polyethylene coated, at least 15 mm (5/8 inch) thick, not less than 400mm (16 inches in width, spaced 300mm (12 inches) on center.

2.6.6.6 The minimum depth of cover over the pipe crown shall be shall 0.8m.

2.6.7 Building Connections and Service Lines

Building connections and service lines will be planned to eliminate as many bends as practical and provide convenience in rodding. Bends greater than 45 degrees made with one fitting should be avoided; combinations of elbows such as 45-45 or 30-60 degrees should be used with a cleanout provided. Connections to other sewers will be made directly to the pipe with standard fittings rather than through manholes. However, a manhole must be used if the connection is more than 31m from the building cleanout. Cleanouts shall be provided outside of the building. Service connection lines will be a minimum of 100mm diameter and laid at a minimum 1% grade, but up to 2% as design parameters dictate. Service laterals shall be 150mm and sloped to maintain the minimum velocity as described in paragraph "Gravity Sewer."

2.6.8 Cleanouts Cleanouts must be installed on all sewer-building connections to provide a means for inserting cleaning rods into the underground pipe. Install manufactured wye fittings. In lieu of a wye fitting, an inspection chamber may be installed. The inspection chamber shall be of the same construction as a manhole. Preferably the cleanout will be of the same diameter as the building sewer, and never be smaller than 100mm.

2.6.9 Field Quality Control

2.6.9.1 Field Tests and Inspections

2.6.9.1.1 The Contracting Officer will conduct field inspections and witness field tests specified in this section. The Contractor shall perform field tests and provide labor, equipment and incidentals required for testing.

2.6.9.1.2 Check each straight run of pipeline for gross deficiencies by holding a light in a manhole; it shall show a practically full circle of light through the pipeline when viewed from the adjoining end of the line. When pressure piping is used in a non-pressure line for non-pressure use, test this piping as specified for non-pressure pipe.

2.6.9.1.3 Test lines for leakage by either infiltration tests or exfiltration tests. Prior to testing for leakage, backfill trench up to at least lower half of the pipe. When necessary to prevent pipeline movement during testing, place additional backfill around pipe to prevent movement during testing, but leaving joints uncovered to permit inspection. When leakage or pressure drop exceeds the allowable amount specified, make satisfactory correction and retest pipeline section in the same manner. Correct visible leaks regardless of leakage test results.

2.6.9.1.3.1 Infiltration tests and ex-filtration tests: Perform these tests for sewer lines made of specified material, not only concrete, in accordance with ASTM C 969M, ASTM C 969. Make calculations in accordance with the Appendix to ASTM C 969M, ASTM 969.

2.6.9.1.3.2 Low-pressure air tests: Perform tests as follows: 1) Concrete pipe: Test in accordance with ASTM C 924M, ASTM C 924. Allowable pressure drop shall be given in ASTM C 924M ASTM C 924. Make calculations in accordance with the Appendix to ASTM C 924M, ASTM C 924; 2) Ductile-iron pipe: Test in accordance with the applicable requirements of ASTM C 924M, ASTM C 924. Allowable pressure drop shall be as given in ASTM C 924M, ASTM C 924. Make calculations in accordance with the Appendix to ASTM C 924M, ASTM C 924; 3) PVC Plastic pipe: Test in accordance with applicable requirements of UBPPA UNI-B-6. Allowable pressure drop shall be as given in UBPPA UNI-B-6. Make calculations in accordance with the Appendix to UBPPA UNI-B-6.

2.6.9.2 Deflection Testing: Deflection testing will not be required, however, field quality control shall ensure that all piping is installed in accordance with deflection requirements established by the manufacturer.

2.7 EXCAVATION

2.7.1 Trench excavation shall be made for concrete footings. Trenches shall be a minimum of .8 meter deep. Trenches deeper than 1.5 meters shall have protective shoring to protect workers or have the sides of the trench laid back at a slope of 1.5:1.

2.7.2 Care shall be taken when backfilling of foundation trenches to avoid damage to walls.

2.7.3 In the event that construction earthwork does not balance, any excess earth shall become the property of the Contractor and shall be removed from the site or to a location approved by the Contracting Officer.

In the event that the contractors design requires additional off-site fill to meet the project construction requirements, it is the responsibility of the Contractor to acquire suitable fill material at no additional cost to the owner.

3 ARCHITECTURAL

3.1 GENERAL

3.1.1 The scope of work is stated in Section 01010. All material approved shall become standardized material to be used throughout the facilities under contract. Different sub-contractors shall not use different material or standards under the contract. Unless noted otherwise, all material used shall be in compliance with ASTM Standards or comparable German (DIN) Standards. In the event DIN Standard material is unavailable, contractor may then select comparable British Standard (BS).

3.1.2 Intent of the project is to use locally procured materials and labor to the maximum extent possible while satisfying seismic building code.

3.1.3 Conflicts between criteria and prescribed building standards shall be brought to the attention of the Contracting Officer for resolution. In such instances, the Contractor shall furnish all available information with justification to the Contracting Officer.

3.1.4 The site is located within an existing brigade garrison on undeveloped land adjacent to currently developed sites. It is assumed that adequate capacity for utilities exists to serve the proposed facility, and that site grading required to site the facility may be achieved within acceptable tolerances. It is the responsibility of the Contractor to verify the suitability of the attached conceptual design within these criteria.

3.1.5 The building included in this work shall be a single-story facility and may be constructed of concrete masonry bearing walls with reinforced concrete floor slabs. Sloping roofs shall be standing-seam metal on metal purlins supported by steel beams or joists. Exterior wall and roof finish of hospital addition shall match finishes at existing hospital. Contractor may alternatively propose cast-in place concrete framed structure with low-slope concrete roof deck, with built-up roofing. Walls shall be insulated with minimum R-11 insulation, contained within stud furring at inner face of exterior walls, faced with gypsum wallboard. Roofs at all buildings shall be insulated with minimum R-20 insulation.

3.1.6 Provide a minimum 1.5m x 3m concrete pad at each entrance/exit. Also provide 1.5m x 1.5m covering of construction similar to roof, cantilevered from building wall or extended from roof over each entrance/exit.

3.2 DESIGN CRITERIA / CODE CONFORMANCE (Over-all project criteria. See specific design disciplines for additional requirements)

The Codes, Standards, and Regulations listed below shall be used in the construction of this project. The publications shall be the most recent editions. Standards other than those mentioned may be accepted provided they meet the minimum requirements and the contractor shall submit proof of equivalency to the Contracting Officer for approval.

IBC-International Building Code

IPC-International Plumbing Code

IMC-International Mechanical Code

NFPA 70-National Electric Code-(NEC)

NFPA 101- National Fire Protection Association, Life Safety Code.

3.2.1 The following code review was conducted to determine relative conformance to model codes. The Contractor is required to perform a Life Safety review of the final design to determine conformance and to validate selection of exit hardware, fire detection, alarm, and suppression systems, fire rated partitions and other mandated features.

Life Safety/Building Code Review

Classification of Occupancies: Institutional, Group I-2 (IBC 308.3, Hospitals, nursing homes, etc.).

Seismic Design Criteria: Table 1604.5 Category III (hospitals with surgery or emergency), Seismic factor 1.5.

Type of Construction: Type I-B, Noncombustible construction, protected (IBC 602.2).

Sprinkler Protection: Required, essential structure.

Building Limitations:

Occupancy	HEIGHT		AREA					
	Allowable a	Actual	Allowable a	Subtotal	Frontage Increase b	Sprinkler Increase c	Total	Actual
I-2	4 ST	1 ST	Unlimited SF	Unlimited SF	Unlimited SF	Unlimited SF	Unlimited SF	32700 SF

a: IBC TABLE 503

b: IBC 506.2, See calculations below

c: IBC 506.3, See calculations below

Area Increases - Not Applicable

Interior Finishes:

OCC.

CLASS Interior Finishes

(IBC Table 803.4):

Exit Passageways and Vertical Exits

I-2

A

Exit Access Corridors

I-2

A

All Other Enclosed Rooms

I-2

B

Fire Resistance:

Fire Resistance Ratings of Structure Elements (IBC Table 601)

Structural Frame = 2 hours.

Bearing Walls (interior and exterior) = 2 hours.

Non-Bearing Walls (interior and exterior) = 0 hours.

Floor Construction = 2 hours

Roof Construction including beams and joists = 1 hours.

Egress Requirements:

Occupancy Calculations:

I-2: Inpatient Treatment 9,978 / 240 sf per occ =

42 occupants

I-2: Patient Sleeping Areas 9,483 sf / 120 sf per occ =

79 occupants

I-2: Other occupied areas 3,616 / 100 sf per occ =

36 occupants

TOTAL = 147 occupants

Egress Components:

I-2: Stairways: not applicable, no stairs required

Other Egress Components: 53*.2=less than minimum required, use 44inches, or 1120mm

Minimum of exits:

I-2: 2 (3 Provided)(IBC TABLE 1014.1)

Exit Access Travel Distance:

I-2 With Sprinkler System=200 feet, or 61 meters(IBC Table 1015.1)

Corridors:

Minimum Width = 44 inches(IBC 1016.2);

Minimum width at inpatient care = 96 inches

Fire Rating=1 Hours

50 feet (IBC 1016.1)

3.3 EXCAVATION

See civil Section 2.8 for excavation.

3.4 CONCRETE

See Structural Section 4.7 for concrete.

3.5 MASONRY

3.5.1 Storage of masonry materials shall be in a dry place or materials shall be covered with a plastic protective layer. Cover open walls each day to keep them protected and dry.

3.5.2 Concrete masonry units (CMU) shall be 20cm x 40cm x 20cm high or 10cm x 40cm x 20cm high as shown on drawings. They shall be installed in running bond level and plumb. Mortar joints shall be 9mm on all sides between CMU. Joints shall be struck with a concave tool to provide a smooth recessed curved surface. Install only quality units. All materials of structural (bearing) masonry wall assemblies shall have minimum compressive properties as per section 4.5 of this section. The surface shall be free of chips, cracks, or other imperfections that would detract from the overall appearance of the finished wall. Defective CMU or mortar shall be rejected. See also Paragraph 4.5 of this section. Local building material can be used instead of CMU block; however, use of local building material still requires meeting seismic building code.

3.5.3 Mortar mix shall be in accordance with paragraph 4.5 under MATERIALS-Concrete Masonry Units-Mortar.

3.6 METAL

3.6.1 Steel roof joists shall be placed crown up and/or according to the roof design and roof manufacturer specifications. Steel "Z" purlins shall be installed perpendicular to the steel beams. Use continuous metal roof sheets from ridge to eave to avoid constructing roof seams. In lieu of the continuous metal roof sheets, the Contractor can submit a plan for roofing seams; however, the plan must show a detail of how leaks will be avoided, and the Contracting Officer before application must approve the plan. Steel "hat channels" shall be installed on the bottom side of steel beams for the installation of gypsum board with screws. Provide all necessary metal framing for roof fascia and soffits.

3.6.2 See paragraph 4.4 for design reference of steel joists.

3.6.3 Galvanized metal window sills, 1 mm (20 gage), shall be installed on the exterior of all windows. The metal windowsills shall have a turn down of 5cm over the exterior masonry and stucco. Metal sills shall extend from side to side of the masonry opening in a single piece. Extend the metal windowsill a minimum of 2 cm under the bottom of the aluminum windows. Install masonry mortar as required for a smooth surface under the windowsills. Sills shall slope a minimum of 6mm to the exterior and not allow water to puddle.

3.6.4 Soffit and fascia panels as occur shall be fabricated from baked enamel factory finished steel or aluminum 1 mm (20 gage) coil stock, secured in place with concealed clips and limited screws of same paint color.

3.7 CARPENTRY

3.7.1 In the event that steel stud partitions are used, contractor shall provide adequate wood blocking for mounting casework, cabinets, toilet accessories and other items.

3.7.2 Contractor shall provide laminate clad custom casework cabinets. Particleboard substrate shall be industrial grade, 18 mm. thick. A moisture-resistant particleboard in grade Type 2 –M-2 or 2-M-3 shall be used as the substrate for plastic laminate covered countertops, backsplashes, components as located on the drawings and other areas subjected to moisture. All plastic laminates shall meet the requirements of EN 438 and DIN 16926 for high-pressure decorative laminates. Horizontal general purpose standard grade plastic laminate shall be 1.00 mm. (plus or minus 0.127 mm.) in thickness. Vertical general purpose standard grade plastic laminate shall be 0.70 mm.

3.8 THERMAL AND MOISTURE PROTECTION

3.8.1 On sloping roofs provide and install .70mm (24 gauge) thick minimum galvanized steel in either corrugated or standing seam design. Metal roofing shall be anchored to the steel “Z” purlins or wood deck sub-surface using exposed fasteners at (minimum) 30cm on center at all seams and at (minimum) 60cm on center in the panel field. Fasteners shall be placed at the top of the corrugation taking care not to dent panel. Roof sealant or adhesive shall be placed over each anchor head. Roofing system shall include all edge, ridge and penetration flashings necessary for a watertight installation and as described in 3.8.2 above. Roofing shall be galvanized mill finish. Panels shall be overlapped two corrugations side to side and be continuous sheets from ridge to eave. Provide continuous ridge vents on all gable roofs. Provide gutters, downspouts, and splash blocks along eaves for storm water run-off and erosion control.

3.8.2 Caulk all joints between masonry/stucco to wood windows, door frames, metal sills or wood window frames to prevent the passage of wind and water. Material shall be a 100% silicone, white (if window or adjacent surface is white) or clear and applied with a caulking gun. Silicone shall only be used if painting is not required after application of caulk. Where caulk is to be painted, siliconized acrylic or siliconized acrylic latex shall be used. Surfaces must be clean, dry, and free of dirt. Caulking bead should be approximately 6mm. Smooth to produce a concave filet between the adjoining 90-degree angle surfaces. Allow to cure 2-4 days before painting.

3.8.3 Contractors option to provide structure with concrete roof, provide and install 4 ply built up roofing over any concrete deck required on this contract. Contractor may propose to the Contracting Officer an alternate roofing system with justification for consideration and alternate pricing.

3.8.3.1 Concrete roof deck shall slope 21mm per meter as shown on drawings. Wood cants shall be installed around perimeter at intersection of roof deck and parapet wall. Provide all required flashings with cant strips around duct and pipe penetrations and along the curbed expansion joint between the dining area and kitchen. Rigid board insulation shall be loose laid over the 4-ply roof and held in place with ballast stone. Aluminum flashings shall be installed at roof penetrations, expansion joint, over top of parapet walls, and at scupper drains.

3.8.3.2 Products used in roofing over concrete decks:

Asphalt: ASTM D 312, Type II.

Cants: shall be made of wood.

Base Sheet: shall conform to ASTM D 4601, Type II.

Glass Roofing Felt: ASTM D 2178, Type IV or VI.

Organic Felt Base: ASTM D 2626 for use with asphalt roofing system.

Organic Felt: ASTM D 226 for use with asphalt roofing system and ASTM D 227 for use with coal tar roofing system.

Insulation: 5 cm (2 inch) thick extruded polystyrene rigid foam board.

Aluminum Flashing: 0.8mm (0.032 inch) thick.

Stone Ballast: Crushed stone, gravel, or crushed slag shall be light colored and opaque.

3.8.3.3 Cants shall be installed in the angles formed between the roof and walls or other vertical surfaces.

3.8.3.4 Concrete surfaces to receive bitumen shall be uniformly coated with primer at a rate of not less than 4 liters per square meter.

3.8.3.5 Asphalt shall not be heated higher than 24 degrees C (75 degrees F) above the EVT or 10 degrees C (50 degrees F) below the flash point or 274 degrees C (525 degrees F) maximum whichever is lower. Each layer of felt shall be laid in not less than 0.97 kg (20 pounds) nor more than 1.7 kg (35 pounds) of asphalt per square meter or not less than 1.4 kg (30 pounds).

3.8.3.6 Four plies of 900mm (36 inch) wide glass roofing felts shall be placed shingle fashion in solid mopped bitumen. Felt plies shall be laid at right angles to the roof slope with a minimum 150mm (6 inch) end-laps staggered at least 300mm (12 inch).

3.8.3.7 Flashings shall be provided over parapets, scuppers, expansion joints, and at penetrations to make the work watertight. Flashing shall be installed immediately after the top ply of felt is placed.

3.8.4 Wall insulation to be provided at metal buildings shall be R-11 minimum. Roof insulation at metal buildings and at metal roofs of masonry buildings shall be R-20 minimum. No insulation shall be provided at masonry wall construction.

3.9 WINDOWS AND DOORS

3.9.1 Provide and install horizontally sliding aluminum windows with baked enamel factory finish in all buildings to fit the masonry openings. Color shall be white. Clear anodized aluminum finish shall be acceptable. All windows shall be double 5mm glazed. Windows openings shall be provided with insect screening fixed to the exterior part of window. Furnish a locking device on the interior of each window. Provide anchors on each side of the frame into the adjoining masonry, 3 on each side. Provide weather stripping system for all exterior windows and doors. Size of each window shall be a minimum of 1m

wide x 1.5m high, typically mounted 80cm above finish floor.

3.9.2 All doors shall be metal flush style, 203cm high x 45mm thick. Patient room and CT Scan doors shall be 120cm wide. Single doors at non-patient rooms shall be 90cm wide. Double doors at corridors shall use two 120cm leafs. Double doors at corridors shall use two 120cm leafs. All door openings shall be provided with 14 GA hollow metal frames to match. Factory primed frames shall be field painted in color approved by Contracting Officer. All glazed doors shall have 5mm single glazing in the upper half of the door. Doors in fire-rated partitions shall be fire rated as required. Caulk or provide rubber strip against wood stops to prevent rattling and help prevent breakage if door is slammed shut. Commercial duty locksets and hardware shall be used on all doors. Make-up air louvers, if required, may be installed in the lower portion of the door.

3.9.3 Door Hardware: Provide and install 3 hinges on all doors plus door handles and locksets that can be locked with a key on all doors. All door locks to have thumb latch on inside of door such that no key is necessary to exit a building. Doors in the path of exit travel shall include all exit hardware. Doors in fire-rated partitions shall be equipped with all required closers and latches. Coordinate the final keying schedule with Contracting Officer prior to ordering locksets. Generally each building should have 8 building master keys fitting all locks, 8 sub-master keys fitting all exterior doors and a minimum of 3 non-master keys each for every personnel door. Include 100% spare key blanks for the amount of keys provided per building. Provide numbering system identifying key to associated room door.

3.10 FINISHES

3.10.1 The exterior of all buildings shall be stucco or exposed concrete painted with two coats of paint in color to match existing hospital, as approved by the Contracting Officer. Install new stucco in 2 coats. The first coat shall be a scratch coat approximately 1 cm thick. Allow 7 days to cure with water curing or other approved method. The second coat shall be finish stucco, smooth finish, and approximately 1 cm thick. Allow 7 days to cure before painting. Paint shall be flat tan shade, designated for exterior use, with less than .06% lead by weight.

3.10.2 INTERIOR PARTITIONS/WALLS

Except as noted all interior walls may be concrete masonry or steel stud framing clad with gypsum wall board. Gypsum Wallboard shall be 1200 mm wide, 12.5 mm thick, with tapered edges to conform to ASTM C 22/ C22 M- 00, DIN, BS, or EN equal standards. Steel studs shall be minimum 22 GA galvanized with all tracks and accessories, in Interior walls shall be plaster applied in a similar manner as exterior stucco, or finished gypsum wallboard. The interior of mechanical and other utility spaces shall be painted CMU. Paint all interior walls with 2 coats of semi-gloss off-white (or color approved by the Contracting Officer) with less than .06% lead by weight.

3.10.3 Walls in wet areas shall be tiled with 150mm x 150mm glazed ceramic tile up to 2 meters above the floor to include interior of toilet stalls, showers and behind sinks. Joints shall be 2-3mm. Waterproof gray grout shall be applied full depth of the tile. Grout shall cure for 72 hours and then be sealed with a commercial grout sealant in two coats. Color of tile shall be selected by the Contracting Officer from samples provided by the Contractor.

3.10.4 CEILINGS

Ceilings of patient care rooms and wet areas shall be installed with plaster applied in 2 coats over wire mesh, which is to be wired to 2cm x 6cm steel furring suspended from structural roof members. Paint ceiling with 2 coats of flat white, with less than .06% lead by weight. Gypsum board may be used in lieu of plaster but framing supports for Gypsum board shall be as follows: For 12.5 mm thick gypsum board

structural fastener supports shall be not further apart than 40 cm. If gypsum board is thicker follow guidelines in ASTM C 840 for supports and fastener frequency. Moisture resistant gypsum wallboard is required in wet areas. The interior of mechanical and other utility spaces shall be painted CMU. Ceiling systems shall be suspended acoustic panel at patient support areas, nursing support areas, visitor areas, staff support areas and corridors. Suspended acoustic panels shall be manufacturer's standard sizes of painted finish mineral fiber. Suspension system shall be exposed-grid aluminum with a factory-applied white baked-enamel finish, with the capability to support the finished ceiling, light fixtures, air diffusers, and accessories. Ceiling systems may be painted structure at mechanical and electrical rooms, in which the structure is exposed to the interior of the room.

3.10.5 FLOOR FINISHES

Floor finishes shall be heat seamed sheet vinyl flooring at Procedure Room, Isolation ward including bed rooms, corridor and visitation rooms, Soiled Linen Storage, and CT Scan Room. Sheet vinyl flooring shall be self coved with 10cm high base capped with aluminum receiver secured to wall. Adhere to prepared concrete floor slab using manufacturer's standard adhesive.

3.10.6 Floors in wet areas shall be 30cm x 30cm terrazzo tile with full mortar bed. Joints shall be 2-3mm. Contractor option to provide solid porcelain floor tile with integral coves and all other trim and accessories. Waterproof gray grout shall be applied the full depth of the tile. Color of tile shall be selected by the Contracting Officer from samples provided by the Contractor. Floor slabs at bath and shower areas shall be recessed to allow full mortar bed to slope away from entry door, to slope to floor drains at rear of shower and behind toilet. Eastern toilet body shall be mounted fully recessed in floor. Contractor option to provide cast acrylic unit showers at patient baths and Staff Toilet / Showers.

3.10.7 Mechanical room floors shall be smooth trowel finish reinforced concrete, completely cleaned and sealed with two coats of clear concrete sealer.

3.10.8 All other floors at staff, nursing, patient and visitor areas and at corridors shall be vinyl-composition tile shall conform to ASTM F 1066, EN 685, EN 649 Class 2, (through pattern tile), Composition 1, asbestos-free, and shall be 608 mm square and 2 mm thick. Adhere to prepared concrete floor slab using manufacturer's standard adhesive.

3.11 SPECIALTIES

3.11.1 Toilet stall partitions shall be solid surfacing material of minimum 18mm thickness, or formed steel with baked enamel finish, mounted with bottom 15cm above floor. Provide all required mounting hardware and latches in chrome plated steel.

3.11.2 Contractor shall provide manufacturer's standard surface mounted toilet accessories composed of brushed finish Type 304 stainless steel.

3.11.3 Mirrors, .6m x .9m, 6mm plate glass, shall be mounted above all lavatories. Mount mirrors so center of mirror is approximately 1.67 meters above finished floor.

3.11.4 Provide liquid soap dispenser and paper towel dispenser at each lavatory.

3.11.5 All patient baths shall include toilet paper holders, towel bar, towel hook and two handicapped accessible grab bars.

3.11.6 All visitor and staff toilets shall include toilet paper holders. Two handicapped accessible grab

bars shall also be provided at one stall per room.

3.11.7 Heavy duty 18 gauge stainless steel shower curtain rods shall be mounted between the screen walls of each shower stall. Mount rod approximately 2.0m above finished floor. Provide a shower curtain with rust-proof support rings for each shower stall. Provide towel bar and towel hook at all staff showers.

3.11.8 Provide continuous 15cm high x 5cm thick vinyl bumper guards at 25cm and 90cm to center above finished floor all corridors. Upper bumper guard shall include upper profile to permit gripping as handrail. Provide full height 8cm x 8cm vinyl corner guard at all outside corners.

3.11.9 Provide interior signage at all interior rooms composed of aluminum or acrylic faceplate with manufacturer's standard mounting hardware. Signage shall be approximately 20cm high X 30cm wide and shall include die-cut lettering laminated to surface indicating room name and number. Patient care rooms shall include room number and shall be appropriately sized and constructed to permit insertion of paper label for each patient name.

3.11.10 Provide exterior signage of 15cm high cast aluminum letters to designate building number, mounted to be visible from street which each addition faces.

4 STRUCTURAL

4.1 GENERAL

The work to be performed shall consist of design by a licensed professional structural engineer and construction of a hospital addition as per Section 01010 SCOPE OF WORK. The facilities will be single story construction. The single story building can be constructed using local materials and may have CMU (concrete masonry units) load bearing walls with steel beams supporting the roofing system. The Contractor shall select the structural systems required to suit facility to be designed. The floor slab (slab-on-grade) shall be minimum 150 mm thick. Slab shall be placed on clean vapor barrier over previously placed 10cm thick capillary water barrier on compacted soil. All below grade construction for foundations for column (individual) and continuous wall shall be of reinforced concrete materials including work for pier and stem walls.

Concrete shall not be placed until proper compaction of the soil has been determined and site preparations have been performed and certified sufficient for construction.

4.2 DESIGN LOADS

The facility shall be designed by using service gravity loads and considering basic combinations of appropriate service loads, wind and Seismic loads. All design loads and criteria shall be verified for each building location and construction type.

4.2.1 Live loads (service)

The proposed building is single story with live loads transmitted directly to wall footings for load bearing CMU buildings and to structural frames and footings for other types of structural systems.

Roof	0.96 kPa.
Ground floor	4.81 kPa.
Corridors	4.81 kPa.
Office	2.41 kPa.

Mechanical	7.21 kPa.
Storage	11.96 kPa.
4.2.2 Snow Loads	0.74 kPa.
4.2.3 Wind Loads	0.71 kPa.

Basic wind speed, using 3-second gust, of 137 Km. per hour with Exposure Category C and Importance Factor per IBC requirements. Designer shall verify wind speed based on geographic location.

4.2.4 Seismic Loads

The computations of seismic loads shall be based on International Building Code (2003), using Spectral Ordinates $S_s = 1.65g$ & $S_1 = 0.75g$, Use Group I, Site Class D, Importance Factor I = per IBC requirements

4.3 CRACK CONTROL

The work shall include crack control measures to minimize cracks in slab-on-grade, concrete construction, such as crack control joints, expansion joints and isolation joints, as necessary. Expansion joints shall be determined and shown on your drawings.

4.4 DESIGN CRITERIA (Structural)

Minimum Design loads	ANSI/ASCE 7-2002.
Concrete	American Conc. Institute (ACI) 318-99
Structural Steel	AISC MANUAL, 9 th Edition
Cold formed steel	AISI Specifications for Design of Cold Formed Steel Structural Members.
Metal Deck	SDI Pub. No 29
Masonry	ACI 530/ASCE 5/TMS-402-Latest Edition
Seismic	IBC-2003, Seismic Design for Bldgs.
Steel Joists	Steel Joist Institute (SJI-2000)
Metal Building System	Metal Building Manufacturer Association – MBMA

4.5 MATERIALS

The followings are few typical American Standards. The Contractor should use these standards to provide sound structural design if local standards are not available, relevant, or applicable. The Contractor shall follow American Concrete Institute Standards for design and installation of all concrete structures.

Concrete: 21.7 MPa. cylinder strength @ 28 days

Steel Reinforcements: 413.7 MPa. ($F_y = 60.0$ ksi), yield strength

Welded Wire Fabric: ASTM A185

Anchor Bolts: ASTM A307 or ASTM A36

Concrete Masonry Units (CMU): ASTM C90, Type I (normal weight, moisture control). $f'_m = 13.7$ MPa.

Mortar: ASTM C270, Type S (Ultimate compressive strength of 12.7 MPa.) Proportion 1 part cement, 0-1/2 part lime, and 4-1/2 parts aggregate)

Grout: ASTM C476 (Slump between 200 mm to 250 mm and Compressive Strength 14 MPa (2000 psi) at 28 days)

Joint Reinforcements: Standard 9 gage minimum, Ladder Type

Structural Steel: ASTM A36, 248.1 MPa. (Fy= 36,000psi)

Welding: AWS (American Welding Society) D1.1-2002

4.6 FOUNDATIONS

The foundations shall be constructed by using reinforced concrete materials. The foundations shall be strip footing type for continuous walls and spread type for individual column footings and shall be reinforced as required per design. Minimum strip footing width shall be 80cm and minimum depth shall be 80cm to meet frost requirement. 50 mm thick plain concrete layer shall be placed first before placing reinforced concrete for footings. The allowable bearing pressure shall be determined by the Contractor and be in accordance with the Contractor's Geotechnical Investigation.

4.7 CONCRETE

All concrete shall be cured for a minimum of seven days. Hot Weather requirements shall comply with the recommendations of ACI 305R 1999. Cold Weather requirements shall comply with the recommendations of ACI 306R 1988. Where aggregates are alkali reactive, as determined by Appendix XI of ASTM C 1260-2001, cement containing less than 0.60 percent alkalies shall be used. Concrete members at or below grade shall have a minimum concrete cover over reinforcement of 75 millimeters. Concrete that will be in contact with existing soil at the site shall contain a High Range Water Reducer, Type I cement or as recommended by the geotechnical report, shall have a water-cement ratio less than or equal to 0.45. Silica fume as recommended by the geotechnical report shall comply to the requirements of ASTM C 1240.

4.7.1 Place 10cm (4") of capillary water barrier below areas to receive a concrete slab on properly compacted soil free of organic material.

4.7.2 A plastic vapor barrier (10 millimeter thick) shall be placed over the crushed stone prior to placing of concrete slabs. Vapor barrier plastic shall extend fully across crush stone with any rips in plastic vapor barrier closed up prior to placing concrete.

4.7.3 Concrete flooring in wet areas shall slope to the floor drain and not allow for water to puddle. Concrete slabs in all areas shall not be placed prior to inspection and approval of piping and sub-surface by the Contracting Officer.

4.7.4 Foundation trenches shall be level and free of loose material. Trenches shall be inspected and approved by the Contracting Officer prior to placing of any concrete foundations.

4.7.5 See paragraph 4.5 for structural characteristics of concrete and reinforcing steel for foundations and slabs.

5. GEOTECHNICAL INVESTIGATION AND REPORT

5.1 Site Specific Information

Site specific geotechnical information necessary to design and construct the foundations, pavements and other geotechnically related items contained in this project shall be the Contractor's responsibility. The Contractor shall determine all necessary geotechnical conditions by appropriate field and laboratory investigations and supporting calculations. However, as a minimum for structures, the contractor shall advance three (3) borings within the building footprint of any major structure and three (3) test pits within the building footprint of any minor structure. The depths of these explorations shall be sufficient to determine the subsurface conditions within the influence of the structures foundation system. For purposes of this paragraph, a major structure is any structure that meets any of the following criterion: a) reinforced concrete framed structures with a build footprint in excess of 1,000 sq.m., b) steel framed structures with a building footprint in excess of 3,000 sq.m., c) a structure that has a height equal to or greater than one and half stories. A minor structure is any structure that does not meet any of the three major structure criteria above. As a minimum for all other pavements such as hard stands and parking lots, except roads, the contractor shall excavate three (3) test pits for pavements less than or equal to 7,500 sq. m. and one (1) test pit for each additional 5,000 sq.m. of pavement or fraction thereof. As a minimum for roads, the contractor shall excavate three (3) test pit for pavements less than or equal to 200 linear meters and one (1) test pit for each additional 200 linear meters or fraction thereof.

5.2 Geotechnical Report

The Contractor shall produce a detailed geotechnical report containing the field exploration and testing results, laboratory testing results, evaluations, recommendations, calculations and descriptive supporting text. Information in the report shall include, but not be limited to: existing geotechnical (e.g., surface and subsurface) conditions, location of subsurface exploration logs, exploration point, foundations selected, bearing capacity, pavement design criteria (e.g., CBR values, K Values), ground water levels, and construction materials (e.g., concrete cement, asphalt and aggregates). Two copies of the detailed geotechnical report shall be submitted to the Contracting Officer.

5.3 Geotechnical Qualifications

All geotechnical engineering design parameters shall be developed by a geotechnical engineer or geotechnical firm responsible to the Contractor. The geotechnical engineer or geotechnical firm shall be qualified by: education in geotechnical engineering; professional registration; a minimum of ten (10) years of experience in geotechnical engineering design.

5.4 Design Certification

The contractor shall certify in writing that the design of the project has been developed consistent with the site-specific geotechnical conditions. The certification shall be stamped by the geotechnical engineer or geotechnical firm and shall be submitted with the final design.

5.5 Existing Site Utilities

The contractor shall be responsible for extending, altering, moving, etc the existing base utility system, if required. If any utilities currently occupy the site of the new hospital, it shall be the responsibility of the contractor to move them to a new location. Final design of relocated utilities shall be approved by the Contracting Officer before relocation begins.

6. MECHANICAL

6.1 SCOPE OF WORK

6.1.1 General

The Contractor shall design, supply, fabricate and install new air conditioning systems, ventilation and heating systems and special mechanical systems in the hospital addition identified in Section 01010 Scope of Work and as described herein. Heating, Ventilation and Air-Conditioning requirements for typical facilities are described hereinafter in paragraph 6.4. The contractor shall be responsible for complete design and construction of all HVAC and other special mechanical systems required in the facility in this contract.

The work also includes the delivery to site, erection, setting to work, adjusting, testing and balancing, and handing over in full operating conditions all of the ventilation equipment and associated mechanical works.

6.1.2 Sub-Contractors Qualifications

The heating, ventilating and air conditioning works shall be executed by a specialist sub-contractor experienced in the design and construction of these types of systems.

6.1.3 Standard Products

All materials and equipment shall be standard product of a manufacturer regularly engaged in the manufacture of the product and shall duplicate items that have been in satisfactory use for at least two (2) years prior to contract award.

6.1.4 Local Standards

Conflicts between criteria and local standards shall be brought to the attention of the Contracting Officer for resolution. In such instances, the Contractor shall furnish all available information with justification to the Contracting Officer.

6.1.5 Operation and Maintenance (O & M) Manuals

Contractor shall furnish minimum of 3 sets of O&M manuals, typed/written in English and Afghan languages, on each system to the Contracting Officer. Manuals shall contain manufacturer's full name, address and telephone numbers.

6.1.6 Seismic Restraint and Isolation

All mechanical equipment, ductwork and piping shall be installed to meet the seismic requirements as

defined by the International Building Code, IBC 2003 and seismic response coefficients as identified in Paragraph 4 “Structural.”

6.1.7 Dryer Requirements:

Owner furnished Dryer is:

American Dryer Corporation Model SL-75 (electric).

Contractor to provide all mechanical requirements for the dryer, including, but not limited to fresh air requirements, and exhaust requirements.

6.2 CODES, STANDARDS AND REGULATIONS

The design and installation of equipment, materials and works covered under the mechanical heating, ventilation and air-conditioning services shall conform to the following standards, codes and regulations as applicable except where otherwise indicated under particular clause or approved or directed by the Contracting Officer. The publications to be taken into consideration shall be those of the most recent editions. Standards other than those mentioned may be accepted provided that the standards chosen are internationally recognized and meet the minimum requirements of the specified standards. The Contractor shall submit proof of equivalency to the Contracting Officer for approval.

IBC	International Building Code
IMC	International Mechanical Code
NFPA	National Fire Protection Association
ASHRAE	American Society of Heating, Refrigeration and Air- Conditioning Engineers
AABC	Associated Air Balance Council (National Standards for Total System Balance)
ARI	Air-Conditioning and Refrigeration Institute
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
ACGIH	American Conference of Governmental Industrial Hygienists
UFC 3-410-01FA	Design: Heating, Ventilating and Air- Conditioning
UFC 3-410-02A	Design: Heating, Ventilating and Air- Conditioning (HVAC) Control Systems
UFC 3-410-004N	Industrial Ventilation Systems

6.2.1 Site Locations

Gardez, Afghanistan:	Latitude: (approx.) 33.37° North
	Longitude: (approx.) 69.114° East
	Elevation: (approx.) 2316 m (7600 ft.)

6.2.2 Outside Design Temperature

Gardez, Afghanistan: Summer: 35° C (95° F) db and 18.6° C (66° F) WB.
 Winter: -12.8° C (9 ° F) db
 Range of DB: Summer 18.3° C (33° F)
 Average Extreme Wind: 40 kph (25 mph)

6.2.3 Indoor Design Temperatures

Summer

SUMMER AIR-CONDITIONING: Provide air-conditioning for the complete hospital addition.

Occupied, Administrative, and Special Use Areas: 25°C (78°F) db, 50% RH.
 Computer Rooms, Special Test Areas: 21 + 1°C (70 + 2 ° F) db, 45 + 5 % RH.
 Work Areas: 29 – 40 °C (85 – 102 °F) db.

WINTER HEATING: Provide heating for the complete hospital addition.

Occupied, Administrative, and Special Use Areas: 20°C (68° F) db.
 Computer Rooms, Special Test Areas: 21+1°C (70 + 2° F) db, 45 + 5 % RH.
 Work Areas: 20°C (68°F) or higher.

6.2.4 Noise Levels and Vibration Control

Noise and vibration control shall be provided in accordance with UFC 4-510-01.

6.2.5 Internal Loads

Design loads for sizing HVAC equipment shall be based on ambient conditions, actual building envelope materials of construction and the following internal loads: The minimum outdoor air to the building shall be 20cfm/person as determined by ASHRAE Standard 62-2001.

- a. Occupant HVAC load shall be 250 btuh/person sensible load and 250 btuh/person latent load, per ASHRAE-62 2001.
- b. Interior lighting load shall be 16.14 watts/SM. (however lighting levels shall meet minimum requirements)
- c. Interior miscellaneous power loads shall be 5.38 watts/SM
- d. Building Pressurization: 1.3 mm W.G. (0.05 in W.G.)

6.2.6 Ventilation Standards

Administrative: 34 CMH/person (20 CFM/person) with air conditioning and 37 CMH/m^2 (2 CFM/Ft^2) with mechanical ventilation.

Mechanical/Electrical Rooms: Mechanical ventilation sufficient to limit space temperature and to remove heat given out by operating equipment.

Toilet and Wash Areas: Exhaust ventilation at 37 CMH/m^2 (2 CFM/Ft^2) of floor area or 85 CMH/WC , whichever is larger.

Ceiling Fans: All patient rooms and office spaces shall be provided with 52 inch 3-speed reversible ceiling fans for summer ventilation.

6.2.7 Air Intakes

To reduce sand and dirt migration, outside air intakes shall be located as high as possible within architectural constraints. The intakes shall be sized so that free air velocities are below 2.5 m/s (500 fpm). All intakes shall be provided with 50mm thick permanent washable filters.

6.3 EQUIPMENT

6.3.1 Filtration

6.3.1.1 Outside Air Intakes. All outside air intakes shall be through weatherproof louvers with a bird screen. Wall intakes and roof hoods shall have 50mm thick permanent washable metal mesh type filters as first stage for filtration of dust.

6.3.1.2 Medium efficiency (30 percent, as defined by ASHRAE 52 Dust Spot Efficiency Criteria) filters, the 50 mm (2 –inch) thick disposable panel type, shall be the second stage of filtration.

6.3.2 Ventilation and Exhaust Fans

All fans used for ventilation and pressurization shall be selected for required performance and for minimum noise level. Unit mounted supply and exhaust fans shall be centrifugal forward curved, backward inclined, or airfoil fans with non-overloading characteristics of high efficiency and quiet running design. The fans shall be heavy-duty type with durable construction and proven performance in arid and dusty desert environment. Each exhaust fan shall be provided with gravity dampers and shall be complete with vibration isolators, external lubricators, accessories and controls necessary for specified sequence of operation.

6.3.3 Air Conditioning

Heating/Air Conditioning Equipment: Environmental control of the facilities where specified below shall be achieved by HVAC equipment proposed by the contractor and approved by the U.S. Government. The central air conditioning systems shall have a minimum SEER of 12.

6.3.3.1 In general the HVAC systems serving the hospital addition consist of two independent systems, each consisting of air-cooled condensers serving air handling units and return fans which are located in two mechanical rooms. One system shall be used for the isolation ward and the other shall be used for the remainder of the hospital addition. The isolation ward shall be under negative pressure compared to the remainder of the hospital.

6.3.4 Heating

The primary source of heating for the hospital addition is to be electricity. The contractor shall provide and install electric heating coils in the air handling units, in the terminal units, and/or in duct heaters and with wall mounted unit heaters.

6.3.5 Wall Penetrations

Building wall penetrations shall be carefully made so as not to deteriorate the structural integrity of the wall system. If insulated piping or ducts go through and wall provide sleeve large enough to accommodate pipe, duct with insulation thickness to provide continuous insulation.

6.3.6 Electric Motors

All HVAC motors shall be Totally Enclosed Fan Cooled (TEFC) type and rated for minimum 45 C ambient or explosion proof type where required because of hazardous location or process. All motors shall be of sufficient size without operating in the service factor for the duty to be performed and shall not exceed their full rated load when the driven equipment is operating at specified capacity under the most severe conditions likely to be encountered.

6.3.7 Outdoor Equipment

Screen walls or elevated platforms shall be provided for protection of outdoor HVAC equipment from wind blown sand and debris. Provide bollards to protect HVAC outdoor equipment from vehicular traffic.

6.4. HVAC SYSTEMS REQUIREMENTS

6.4.1 Temperature control (Heating, cooling and humidity control) of all spaces throughout the hospital addition shall be achieved by HVAC equipment proposed by the contractor and approved by the Contracting Officer. The systems must be capable of providing climate control year round (16-30 degrees Celsius). The design for each system will be based on the individual room heating and cooling loads as well as room airflow requirements computed for the intended application. Internal loads shall be included in the computerized load calculations in accordance with ASHRAE recommendations for the intended application. There will be a separate centralized HVAC system for the isolation rooms. Isolation rooms will have separate ventilation ducts so as not to compromise the air flow through the building. The isolation rooms shall be under negative pressure compared to the rest of the hospital addition.

The contractor will provide heating/cooling load calculations to ensure proper sizing of the air conditioning unit(s). Contractor will provide and utilize airflow calculations. Once installed, the contractor will balance all HVAC systems.

6.4.2 The contractor will install 52 inch reversible ceiling fans for all patient rooms and office spaces. These units will be connected to its own electrical circuit, and will be remote operated. Ceiling fans will not be own a separate circuit.

6.4.3 Facility will have roof mounted, exhaust fans to serve toilet rooms, locker rooms and laundry room.

6.4.1.4 Mechanical rooms, toilet rooms, locker rooms, etc. located at exterior wall shall be heated with electric heaters to maintain a minimum temperature of 4.5° C (40° F). Heater type shall be selected to suit each space.

6.4.5 Mechanical rooms and electrical rooms without temperature sensitive equipment and are located along exterior walls shall be cooled to limit the room temperature to 32° C (90° F).

6.4.6 Air intake systems shall be provided to meet Appendix A of UFC 4-510-01. The air filtration layout shall be as follows: First Stage Filtration: Outdoor louvers and inertial separator system with exhaust fan will be provided. Second Stage Filtration: Medium efficiency, 30% type filters of disposable media shall be used. Third Stage Filtration: High efficiency filters, 90% dust spot efficiency with atmospheric dust in accordance with ASHRAE Standard 52 shall be provided. Second and third stage filtration shall be located in the air handling unit.

6.4.7 All intake and discharge louvers shall be located 3 m (10 feet) as required by UFC 4-010-01.

6.4.8 Sand Screening - Screening around exterior mounted equipment shall be provided. Screen wall will be louvered or semi-open block to allow air circulation to the equipment. Screen shall be designed to provide clearance around equipment for proper operation and maintenance.

6.4.10 Seismic Design - Mechanical systems shall conform to the requirements of UFC 4-510-01.

6.4.11 Dust Control - In addition to providing air filtration, conditioned spaces must be maintained at a positive pressure relative to the outside air in order to prevent windblown sand and dust from entering the building.

6.4.12 Air handling systems shall be design to provide proper air pressurizations and air flows for isolation rooms, decontamination rooms, operating rooms, soil rooms, etc.

6.4.13 Direct Digital Controls (DDC) with electronic actuation shall be provided for control of all HVAC systems and equipment. Control schematics and sequences of operations will be provided on the drawings.

6.5 TESTING AND COMMISSIONING

6.5.1 General

After completing the work, but prior to building acceptance, the Contractor shall demonstrate that the HVAC systems are adjusted and operate correctly to fully satisfy the function for which these systems have been designed. The Contractor shall test, adjust, balance and regulate the system and its controls as necessary until the required designed conditions are met. The Contractor shall include tests for interlocks, safety cutouts and other protective devices to demonstrate safe operation. All such tests shall be carried out in the presence of the Contracting Officer and full written records of the test data and final settings shall be submitted to the Contracting Officer.

6.5.2 The Contractor shall develop the testing and commissioning plan and submit to the Contracting for approval.

7. PLUMBING

7.1 SCOPE OF WORK.

7.1.1 General

The Contractor shall design and build domestic cold and hot water systems, waste, drain and vent systems, The contractor shall be also responsible for complete design and construction of all domestic and other special plumbing systems required for full and safe operations in all facility or structures required in this contract.

The work covered in this scope also includes the delivery to site, erection, setting to work, adjusting, testing and balancing and handing over in full operating condition all of the plumbing equipment and associated plumbing works.

7.1.2 Sub-Contractors Qualifications

The plumbing systems shall be executed by a plumbing specialist subcontractor experienced in the design

and construction of these types of systems.

7.1.3 Standard Products

All materials and equipment shall be standard product of a manufacturer regularly engaged in the manufacture of the product and shall duplicate items that have been in satisfactory use for at least two (2) years prior to contract award.

7.1.4 Local Standards

Conflicts between criteria and local standards shall be brought to the attention of the Contracting Officer for resolution. In such instances, the Contractor shall furnish all available information with justification to the Contracting Officer.

7.1.5 Seismic Restraint and Isolation

All plumbing equipment and piping shall be installed to meet the seismic requirements as defined by the International Building Code, IBC 2003 and seismic response coefficients as identified in Paragraph 4 "Structural."

7.2 CODES, STANDARDS AND REGULATIONS

The design and installation of equipment, materials and works covered under the plumbing services shall conform to the following standards, codes and regulations where applicable except where otherwise indicated under particular clause. The publications to be taken into consideration shall be those of the most recent editions. Standards other than those mentioned herein may be accepted provided that the standards chosen are internationally recognized and meet the minimum requirements of the specified standards. The Contractor shall submit proof of equivalency if requested by the Contracting Officer.

IPC	International Plumbing Code
NFPA	National Fire Protection Association
ASHRAE	American Society of Heating, Refrigeration and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society

7.3 PLUMBING SYSTEMS REQUIREMENTS

7.3.1 Water

Domestic cold and hot water shall be provided in the facilities to serve the water usage and plumbing fixtures provided for the facility. Water shall be provided to each building at a single point of entry and shall enter each facility in a mechanical, toilet, storage, or similar type space. All water piping shall be routed parallel to the building lines and concealed in all finished areas. Insulation shall be provided where required to control sweating of pipes or to provide protection from freezing.

7.3.2 Piping Materials

Domestic water shall be distributed by means of standard weight (schedule 40) galvanized steel pipe. Waste and vent piping can be made of either galvanized steel pipe (schedule 40), or Polyvinyl Vinyl Chloride (PVC) conforming to ASTM D 3034. Corrosion protection shall be provided if galvanized piping comes in contact with masonry floors, walls or ceilings.

7.3.3 Plumbing Fixtures

All fixtures shall be provided with a P-trap and vented to the roof per IPC.

The following typical plumbing fixtures shall be provided:

- a. Eastern Water Closet (P-1) with flush tank assembly. Enameled cast iron, recessed floor mounted. Provide a cold water spigot 300mm above finished floor on the right (from a perspective of standing inside of the cubicle and looking out) sidewall of the cubicle. Provide each spigot with a flexible, reinforced vinyl spray hose with nozzle and hanger to hold hose assembly off the floor.
- b. Western Water Closet (P-1A) with flush tank assembly as specified by the designer. Vitreous china floor mounted, elongated bowl type.
- c. Lavatories (P-3) Enameled cast iron or any material approved by the Contracting Officer, wall or counter mounted. Brass fittings provided for water supplies. Lavatories shall have hot and cold running water.
- d. Janitor's Sink (P-4). Floor mount janitor, enameled cast iron with copper alloy rim guard or any material approved by the Contracting Officer. Provide hot and cold-water valves with manual mixing. Faucet handles shall be brass alloy. Sink shall have hot and cold running water.
- e. Shower (P-5). Showerhead and faucet handles shall be brass alloy. Provide for manual mixing with hot and cold-water valves. In addition to a showerhead, provide each shower stall with a threaded faucet approximately 1.2 m AFF with hot and cold-water controls, mixing valve and a diverter type valve so water can be directed to either the showerhead or to the lower faucet. Provide each lower faucet with a replaceable 1.5 m long flexible; reinforce vinyl hose with a nozzle and hangar to hold the nozzle end off the floor. Shower shall have hot and cold running water.
- f. Clinic Service Sink (P-6). Vitreous china construction with flushing rim, service sink faucet with brace, 152 (6") elbow handles and 375 mm (14-3/4") wall to spout outlet. With self-closing, double pedestal valve, rim guard, bedpan cleaner and strainer. Sink shall have hot and cold running water.
- g. Floor or Shower Drain (FD-A). Cast iron construction with galvanized body, integral seepage pan, and adjustable perforated or slotted chromium plated bronze, nickel-bronze, or nickel brass strainer consisting of a grate and threaded collar. Toilet room floor drains are similar except are provided with built-in, solid, hinged grate.
- h. Room hose bibbs, exterior hose bibs, and floor drains shall be provided as required.

7.3.4 Hot Water

Hot water shall be provided for the facility to supply 49°C (120°F) hot water to fixtures and outlets

requiring hot water. Hot water of a higher temperature shall be provided only where required for special use or process. Hot water piping shall be routed parallel to the building lines and concealed within finished rooms. All hot water piping shall be insulated. A hot water re-circulating pump shall be provided if hot water piping run exceeds 30m.

7.3.5 Hot Water Heaters

Electric water heaters shall be used to generate the hot water. The unit shall be typically located inside a mechanical room or similar type space. The unit shall be of the commercially available tank type having low or medium watt density electric heating elements. In cases where the pressure of the water coming into the tank will violate manufacturer recommendations, and pressure reducer shall be installed in the line before the water heater. Also, all water heaters shall be equipped with a P&T relief valve that will empty into a nearby floor drain.

7.4 WASTE, DRAIN AND VENT SYSTEM

Floor drains shall be provided in each room that contains a water source. Floor drains shall be provided in the mechanical equipment and toilet rooms as required. Drains shall be located behind toilets located in patient toilet rooms and near toilet partitions in the visitor and staff toilet rooms. In mechanical rooms, floor drains shall be provided to avoid running drain piping long distances above or over the floor. All waste and vent piping shall be provided in accordance with the latest edition of IPC.

7.5 PLUMBING REQUIREMENTS

7.5.1 Plumbing System:

Contractor shall design and construct a plumbing system the ties into the existing plumbing system. The system will include domestic cold and hot water; sanitary, storm, and industrial (acid) waste drainage; water treatment (such as softening, deionization, reverse osmosis). Plumbing systems shall be designed to be safe, reliable and maintainable. Selection of materials, equipment, and installation techniques shall consider life cycle cost effectiveness and maintainability in addition to medical functional requirements. Contractor to provide for appropriate system isolation and balance ability, and necessary equipment and design practices to avoid cross connections and backflow. Provide and install all plumbing fixtures and applications. All fixtures will be vented through the roof. Provide and install floor drains with p-traps as follows: 1 ea. Ward Storage, 1 ea. Nurse Storage, 1 ea. Utility Closets, 2 ea. Medical Storage, 1 ea. in Bathroom and Shower Rooms. All sinks shall be provided with hot and cold water. Contractor will provide the appropriate number of floor drains based on equipment, propose and size of space. All spaces with sinks will also have floor drains. Contractor will install Eastern and Western Style water closets in all public and patient areas. The building shall be oriented to allow for the eastern toilets to be facing in a culturally appropriate direction. Location of the Western style toilets will be determined by the contracting officer.

7.5.1.1 Potable Water Storage Tank:

Contractor to increase the capacity of the vertical (above roof height) potable water storage tank by an additional 2000-liter (528 gallon) capacity to support hospital addition requirements. Location shall approved by Contracting Officer. The water storage tank shall include a float control valve at the intake for automatic filling. Ensure two independent connects exist to the water system. Size the water storage facility to adequately meet fire and water demands during a 7-day post-earthquake emergency period. Design the water distribution system to conserve the water supply and permit control of its use.

Waterborne Pathogen Prevention and Control measures are to be implemented for the hospital water supply. Standard water utility treatment and testing practices are not considered adequate to ensure protection against

bacteria entering a facility. The contractor will design construct a water treatment system to meet the water quality demands of the hospital.

7.5.2 Sewer System:

Contractor to design and construct a sewage system which shall be designed to avoid excessive back pressure and aspiration effects. Adequate cleanouts shall be provided to permit access to all sections of the waste drainage system. The cleanouts shall be located to avoid or minimize disruption of medical functions. If a facility sanitary waste requires lifting or pumping, provide duplex pumping equipment and a backflow preventing check valve. This equipment shall be connected to the alternative power source.

7.5.3 Oxygen Supply System:

Contractor to design and construct an oxygen supply system to meet specifications of proper grounding, venting, piping and other protocols regarding safety and explosion prevention. The oxygen system shall be connected to the oxygen system for the existing hospital facility. Contractor will design new oxygen supply system per internationally acceptable constructions standards. Patient service outlets (at Bed Head Unit) will also be coordinated with customer (CSTC-A, MED OPER PLAN) prior to installation. All oxygen supply runs will have protective cover strips throughout the run. It is further specified that the contractor handling the oxygen supply system have not less than ten (10) years of experience in the installation and design of supply and distribution. Oxygen Supply system will run to all Ward Rooms with connection above each bed at the Bed Head Unit and all Patient Rooms including Exam Rooms. Contractor to test the Oxygen System for contamination and to decontaminate the complete Oxygen Supply System upon completion of the installation if required.

7.5.4 Laundry Requirements:

Owner furnished Dryer is:

American Dryer Corporation Model SL-75 (electric).

Contractor to provide all plumbing requirements for the dryer, including, but not limited to water supply requirements.

Owner furnished Washer is:

Girbau Washer Model LS-355.

Contractor to provide all plumbing requirements for the dryer, including, but not limited to water supply requirements, and drainage requirements.

7.6 TESTING AND COMMISSIONING

The Contractor shall test all piping systems in accordance with IPC International Plumbing Code. After completing the work, the Contractor shall demonstrate that all plumbing systems operate to fully satisfy the function for which these systems have been designed. The Contractor shall regulate the system and its controls as necessary until the required designed conditions are met. The Contractor shall include tests for interlocks, safety cutouts and other protective devices to demonstrate safe operation. All such tests shall be carried out in the presence of the Contracting Officer and full written records of the test data and final settings shall be submitted to the Contracting Officer. After all tests are complete, the entire domestic hot and cold water distribution system shall be disinfected. The system shall not be accepted until satisfactory bacteriological results have been obtained.

7.6.1 WATER DISINFECTION PROCEDURE

7.6.1.1 Clean and disinfect potable domestic water piping as follows:

7.6.1.1.1 Purge new piping and parts of existing domestic water piping that have been altered, extended or repaired before using.

7.6.1.1.2 Use purging and disinfecting procedures prescribed by the AHJ or, if methods are not prescribed, procedures described in either AWWA C5651 or AWWA C652 or as described below:

7.6.1.1.2.1 Flush piping system with clean, potable water until dirty water does not appear at outlets.

7.6.1.1.2.1 Fill and isolate the system according to either of the following:

7.6.1.1.2.1.1 Fill the system or part thereof with water/chlorine solution with at least 50 ppm (50 mg/L) of chlorine. Isolate with valves and allow to stand for 24 hours.

7.6.1.1.2.1.2 Fill system or part thereof with water/chlorine solution with at least 200 ppm (200 mg/L) of chlorine. Isolate and allow to stand for three hours.

7.6.1.1.2.2 Flush system with clean, potable water until no chlorine is in water coming from the system after the standing time.

7.6.1.1.2.3 Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedures if biological examination shows contamination.

7.6.1.1.3 Prepare and submit reports of purging and disinfecting activities.

7.6.1.1.4 Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

7.7 OXYGEN SYSTEM DECONTAMINATION PROCEDURE:

7.7.1 Contractor to use 414 to 448 kPA (gage) (60 to 65 psig), oil free dry nitrogen to purge and clean the oxygen system 24 hours continuously for a minimum of 24 hours. Allow purge nitrogen to impinge upon a white cloth at a minimum flow rate of 100 liters per minute, (3.5 cfm), until no evidence of discoloration is present and test gas used during the previous gas test has been removed from the piping systems. Bleed source gas for a minimum of one minute continuously through each copper piping installed. After completion of purging and cleaning, completely remove temporary piping, adaptors, and connectors.

7.7.2 System Contaminant Level Tests by Testing Agency

7.7.2.1 Test Gases:

After final purging and cleaning, use nitrogen to test for contamination in oxygen systems. Minimum flow rate of test gas shall be 100 liters per minute.

7.7.2.2 Test Gas Purity, Contaminate Levels, and Test Methods:

Table 4 lists limits of contaminants or concentration minimums in the test gases used for purging and testing in nitrogen systems, and test methods to be used to determine levels of contaminants and

concentration minimums.

TABLE 4
TEST GAS PURITY, CONTAMINATE LEVELS,
AND TEST METHODS

- a. Test Gas: 99 percent by volume minimum; gas chromatography or equivalent
- b. Solid Particulate: 2 milligrams per cubic meter maximum; 0.8 micron pore size filter.
- c. Hydrocarbon Compounds: One part per million, concentration volume per volume, maximum expressed as methane equivalents; gas chromatography or equivalent.
- d. Halogenated Hydrocarbon Compounds: 2 parts per million, concentration volume per volume, maximum; mass spectrometry, infrared spectrometry, or gas chromatography.
- e. Carbon Monoxide: 2 parts per million, concentration volume per volume, maximum; gas chromatography, electrochemical carbon monoxide analyzer, or equivalent.
- f. Water (Moisture): Minus 50 degrees C (58 degrees F) dew point; Pittsburg cup, dew point hygrometer, or electronic hygrometer.

7.7.2.3 Contamination Tests:

Test gas sources, equipment outlets, and system outlets using test methods specified in paragraphs entitled "Test Gas Purity, Contaminate Levels, and Test Methods," and entitled "Medical Air Purity, Contaminate Levels, and Test Methods.

7.7.2.4 Gas Source Tests:

Test gas and air sources for contamination and gas concentrations. Purge oxygen, systems with an appropriate gas until gases reach specified concentrations, clean and free of contamination. Care must be taken to vent purged oxygen to the outside of the building and away from flames.

7.7.2.5 10 Percent Testing:

Test 10 percent of the medical gas outlets in areas which are supplied only with oxygen. Test such outlets to ensure the gas traversed the greatest length of pipeline.

7.7.2.6 Contaminated Systems:

Clean and retest contaminated sections with one or more contaminated outlets. In rooms or areas where the oxygen is supplied, retest 20 percent of the outlets including the original 10 percent first tested. Each time contamination is found, repeat cleaning operation and increase number of outlets tested by 10 percent until zero percent contamination is obtained. Take care to vent purged and oxygen to outside of building, away from flames.

8. FIRE PROTECTION AND LIFE SAFETY

8.1 SCOPE OF WORK

The contractor shall provide and install a fire protection and detection system for the hospital addition.

8.1.1 The contractor shall provide and install an automatic wet pipe sprinkler system for the hospital addition. All storage areas of the facility shall be protected. Sprinkler system design shall be in accordance with Unified Facilities Criteria UFC 3-600-01: Design: Fire Protection Engineering for

Facilities (17 April 2003), NFPA 13, and International Building Code 2003. The sprinkler system shall be designed using computer generated hydraulic calculations. The sprinkler fire service shall be provided with a valve assembly consisting of an OS&Y gate valve, tamper switch, flow switch, test and drain valve assembly and drain line. Sprinkler components, which require periodic access, such as drain valves and test valves shall be located in accessible areas. The automatic sprinkler system shall be designed by a NICET certified fire protection specialist.

Sprinkler pipe and fittings shall be metal. Steel piping shall be Schedule 40 for sizes 50 mm (2 inch) and less, and may be schedule 10 or 40 for pipe sizes 65 mm (2-1/2 inch) and larger. Plain end fittings with mechanical couplings and fittings that use steel gripping devices to bite into the pipe shall not be permitted. Rubber gasketed grooved-end pipe and fittings with mechanical coupling shall be permitted in pipe sizes 50 mm (2 inch) and larger. The same manufacturer shall supply fittings, mechanical coupling, and rubber gaskets. Steel piping with wall thickness less than Schedule 40 shall not be threaded. Side outlet tees using rubber gasketed fittings shall not be permitted.

Sprinklers with internal 0-rings shall not be used. Sprinklers shall be quick response unless otherwise indicated. Head placement shall be in the middle of ceiling tiles in finished areas. Sprinkler heads located in areas subject to impact (mechanical) shall be provided with a wire cage. Sprinkler heads in lobby and corridors shall be concealed type; all other heads should be semi-recessed.

An inspector's test connection shall be provided in the most remote area and piped to discharge to the exterior of the building. The test connection shall flow the equivalent of one sprinkler head. A concrete splash block shall be provided at the exterior discharge point to protect the landscaping.

A fire department wall type Siamese connection shall be provided. The connection shall be chrome-plated brass, with a wall escutcheon and two 65 mm (2-1/2 inch) female inlets having NH standard threads or those to match local fire standards. Each inlet shall have a clapper valve, a plug and a chain. The escutcheon shall be lettered "AUTO SPKR".

Water flow switches shall be the vane and shall have 2-SPDT circuit switches to provide isolated alarm and auxiliary contacts. The switches shall be initially set to 30-second retard. Valve tamper switch shall be suitable for mounting to the type of control valve to be supervised open. The switch shall be tamper resistant and contain one set of SPDT (Form C) contacts. The switch shall send a supervisory signal to the fire alarm control panel upon closure of the valve. Each switch shall be equipped with a tamper-proof cover that sends a signal to the fire alarm control panel when the cover is removed.

Full hydrostatic testing shall be completed prior to government request for acceptance testing. Government shall conduct full flow test in conjunction with testing fire alarm devices associated with the fire alarm system. As a minimum, fire department personnel shall be present for final acceptance testing.

In addition, contractor shall provide and furnish fire hose cabinets adjacent to each exit door.

8.1.2 Life safety will be limited to architectural features to provide an adequate and reliable means of egress. The number of means of egress shall be not less than two. Exits shall be located and exit access shall be arranged so that exits are readily accessible at all times.

8.1.3 Exits shall be remotely located from each other and shall be arranged and constructed to minimize the possibility that more than one has the potential to be blocked by any one fire or other emergency condition.

8.1.4 Corridors used as exit access and serving an area having an occupant load exceeding 30 persons shall be separated from other parts of the building by walls not having less than a one-hour fire-resistive rating. Openings in the fire separation shall be protected by fire door assemblies equipped with automatic door closers.

8.1.5 Exit doors shall be 90cm wide providing a minimum clear opening of 82cm. The egress path to each exit door shall be maintained clear and unobstructed. Exit signs shall be in the language most understood in the occupied area (such as the Afghan language).

8.1.6 Conflicts between criteria and local standards shall be brought to the attention of the Contracting Officer for resolution. In such instances, the contractor shall furnish all available information with justification to the Contracting Officer.

8.1.7 Portable Fire Extinguishers

Since providing portable fire extinguishers to the personnel of the Host Nation would endanger those same personnel, no portable fire extinguishers should be provided.

8.2 CODES, STANDARDS AND REGULATIONS

The design and incorporation of all life safety features shall conform to the minimum requirements of the following standards, codes and regulations as applicable except where otherwise indicated under particular clause. The publications to be taken into consideration shall be those of the most recent editions. Standards other than those mentioned above may be accepted provided that the standards chosen are internationally recognized and meet the minimum requirements of the specified standards. The Contractor shall submit proof of equivalency to the Contracting Officer for approval.

IBC – International Building Code
NFPA - National Fire Protection Association

9. ELECTRICAL:

9.1 Scope of Work.

9.1.1 General. Contractor shall design, construct, provide and install as necessary:

- (a) Install new transformers and backup generators to power hospital addition. Transformer substation shall be designed and installed in accordance with UFC 4-510-01 (Military Medical Facilities). Contractor is instructed to pay special attention to double-ended substation requirements for hospitals; see paragraphs 10.2.3 and 10.3 (including 10.3.1 thru 10.3.5) and Annex B (Multi-Ended Network Substation) of UFC 4-510-01, as well as NEC (NFPA 70) and NFPA 99. Note that the more stringent requirements of the UFC shall apply in cases where the NFPA 70 or NFPA 99 do not require as much redundancy. The power supply design shall be based on figures 10-1, 10-5, and/or 10-6, as applicable. Automatic transfer switches shall also be provided by the contractor. Contractor shall be responsible to install secondary service laterals from new transformers to the new buildings. All surge arrestors, switch gear, and related items shall also be provided by the contractor. Transformer, switch gear, surge arrestors, and related items design & specifications shall comply with the National Electrical Code (NEC), National Electrical Safety Code (NESC), ETL 1110-3-412 (Transformer Application Guide), UFC 3-550-03FA (Design: Electrical Power Supply and Distribution Systems), UFC 3-550-03N (Design: Power Distribution Systems), UFC 3-

560-10N (O&M: Safety of Electrical Transmission and Distribution Systems) and other relevant standards listed in this RFP or referenced from other standards named in this RFP.

- (b) Interior Secondary Distribution System, to be designed and installed in accordance with the National Electrical Code (NEC), UFC 3-520-01 (Interior Electrical Systems), UFC 3-530-01AN (Design: Interior and Exterior Lighting and Controls), UFC 3-520-01 (Interior Electrical Systems) and other applicable standards listed in this RFP, or referenced from standards listed in this RFP
- (c) Premise telephone wiring (CAT 5e), or better, from room outlets to telephone distribution panels. Communications cabling, conduits, equipment, and related items shall conform to [ANSI/TIA/EIA-568 Commercial Building Telecommunications Cabling Standard](#) and [ANSI/TIA/EIA-569 Commercial Building Standard for Telecommunication Pathways and Spaces](#).
- (d) Premise telephone wiring (CAT 5e), or better, from room outlets to data punchdown blocks. Provide 19 inch rack for punchdown blocks with extra space for switches/routers to be added by others in the future. (Switches & Routers are NOT part of this contract). Communications cabling, conduits, equipment, and related items shall conform to [ANSI/TIA/EIA-568 Commercial Building Telecommunications Cabling Standard](#) and [ANSI/TIA/EIA-569 Commercial Building Standard for Telecommunication Pathways and Spaces](#).
- (e) Empty concrete duck bank conduit runs from existing hospital communications hand hole to telephone distribution panel inside new hospital addition. Provide sufficient strength pull wire in all empty conduits for later installation of cable. Communications cabling, conduits, equipment, and related items shall conform to [ANSI/TIA/EIA-568 Commercial Building Telecommunications Cabling Standard](#) and [ANSI/TIA/EIA-569 Commercial Building Standard for Telecommunication Pathways and Spaces](#).
- (f) Fire Detection and Alarm and Mass Notification System, in accordance with NFPA 99 and UFC 4-510-01.
- (g) Nurse Call System, in accordance with NFPA 99 and UFC 4-510-01.
- (h) Raceway System for Cable Television
- (i) Public Address System, in accordance with NFPA 99 and UFC 4-510-01.
- (j) The contractor shall be responsible for extending, altering, moving, etc the existing base utility system, if required. If any utilities currently occupy the site of the new hospital, it shall be the responsibility of the contractor to move them to a new location. Final design of relocated utilities shall be approved by the Contracting Officer before relocation begins.

All of the systems shall be designed for the ultimate demand loads plus 20% spare capacity. The provisions for 20% spare capacity are for physical space, as well as demand load.

9.2 Design Criteria.

9.2.1 Applicable Standards.

ANSI/IEEE Std 81-1983
ANSI/NETA ETT-2000

ANSI/NETA MTS 7.2.2-2001

ANSI/TIA/EIA-568 Commercial Building Telecommunications Cabling Standard

ANSI/TIA/EIA-569 Commercial Building Standard for Telecommunication Pathways and Spaces

EIA ANSI/TIA/EIA-607: (1994) Commercial Building Grounding/Bonding Requirement Standard.

ETL 1110-3-412 Transformer Application Guide

ETL 1110-3-502, Telephone and Network Distribution System Design and Implementation Guide.

Factory Mutual (FM) Approval Guide-Fire Protection (2002).

IEEE C2 National Electrical Safety Code (NESC)

IEEE 48 IEEE Standard Test Procedures and Requirements for Alternating- Current Cable Terminations
2.5 kV Through 765 Kv

IEEE Std 62TM-1995 (R2005)

IEEE Std 81.2-1991

IEEE standard 400-1991

IEEE standard 519-1992

IESNA Lighting Handbook

International Electrical Testing Association Inc. (NETA) Acceptance Testing Specifications for Electrical
Power Distribution Equipment and Systems

MIL-HDBK-1003/11 Diesel-Electric Generating Plants

MIL-HDBK-1004/21 Power Distribution Systems

MIL-HDBK-1012/3

NFPA 10, Portable Fire Extinguishers

NFPA 70, National Electrical Code

NFPA 72, National Fire Alarm Code, 2002 edition

NFPA 90A, Air Conditioning and Ventilating Systems, 2002 edition

NFPA 99, Health Care Facilities

NFPA 101, Life Safety Code, 2003 edition

NFPA 780, Lightning Protection

TM 5-811-3 Electrical Design: Lightning and Static Electricity Protection

UFC 1-200-01, Design: General Building Requirements, 31 July 2002

UFC 1-300-09N, Design Procedures, 25 May 2005

UFC 3-501-03N Electrical Engineering Preliminary Considerations

UFC 3-520-01 Interior Electrical Systems, 10 June 2002

UFC 3-530-01AN Design: Interior and Exterior Lighting and Controls 19 Aug 2005

UFC 3-540-04N Design: Diesel Electric Generating Plants 16 Jan 2004

UFC 3-550-03FA ,Electrical Power Supply and Distribution

UFC 3-550-03N, Power Distribution Systems

UFC 3-560-10N, O&M: Safety of Electrical Transmission and Distribution Systems

UFC 3-600-01, Fire Protection Engineering for Facilities

UFC_4-510-01, Design Medical Military Facilities

Underwriters' Laboratories (UL) Fire Protection Equipment Directory (2002).

USCINCCENT OPORD 97-1

UL 467 Grounding and Bonding Equipment

MIL-HDBK-1004/21 Power Distribution Systems

9.2.2 Design shall be in metric units. English Customary Units (aka SAE units) will not be used, except in given in parenthesis after the metric unit at the contractors option.

9.3 Material:

9.3.1 General:

Unless noted otherwise, all material used shall be in compliance with the requirements of UL standards. In the event that UL compliant materials are not available, contractor may then select applicable British Standards (BS), Canadian Standards Association-International (CSA), IEC, or DIN listed material, but the contractor must prove equivalence and must provide the Government with a full copy of the relevant specification(s).

Equipment enclosure types shall be in compliance with the National Electrical Manufacturer's Association (NEMA) or the International Electro-Technical Committee (IEC) standards.

Material and equipment installed under this contract shall be for the appropriate application. Materials and equipment shall be installed in accordance with recommendations of the manufacturer. Major components of equipment shall have the manufacturer's name, address, type or style, voltage and current rating, and catalog number on a non-corrosive and non-heat sensitive plate, securely attached to the equipment. All equipment delivered and placed in storage, prior to installation, shall be protected from the weather, humidity and temperature variation, dirt and dust, and any other contaminants. All equipment shall be in new condition, undamaged and unused.

9.3.2 Standard Product:

All material and equipment shall be a standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least two (2) years prior to bid opening.

9.3.3 Design Conditions:

All equipment shall be rated and designed the temperature and elevation criteria for each individual site. Refer to section 6.2.1.

9.3.4 Restrictions:

Aluminum conductors shall not be specified or used, except as medium-voltage overhead aerial conductors, if required. Aluminum windings shall not be permitted on transformers.

Transformers shall be of the dead-front, pad-mounted type. Transformers shall come complete from manufacturer; use of third-party transformer housings or add-on transformer housings shall not be permitted. Further transformer requirements are defined in UFC 4-510-01 in paragraph 10.2.3 or UFC 4-510-01 Annex B.

Any references to 120/208/220/277/480 volt, 60Hz systems in any code or standard shall be interpreted as 220/380 volt, 50Hz systems.

9.4 Acceptance Testing:

Contractor shall develop and submit for approval complete acceptance test procedures on all systems provided. As a minimum the testing procedures shall comply with the requirements of NFPA 70 (NEC), IEEE 48, and International Electrical Testing Association Inc. (NETA) Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

9.5 DESIGN REQUIREMENTS:

9.5.1 Site Primary & Secondary Power Distribution System:

The distribution system shall comply with the requirements of the NESC, NEC, TM 5-684, ETL 1110-3-412, UFC 3-550-03FA, and UFC 3-550-03N. Site Primary (15kV) Distribution System is in place. This Contractor shall provide appropriately sized transformer(s), surge arrestors, switch gear, backup generator(s), automatic transfer switch(es), secondary distribution cabinets, related equipment, and underground secondary service laterals, in concrete encased duct banks, from the distribution cabinets on the secondary side of the transformers, to the facility built under this Contract. This Contractor shall also be responsible for providing necessary underground raceways for the service laterals.

The Contractor shall be responsible for extending the existing Medium Voltage Power Distribution System (15kV), as necessary, to furnish necessary power to all such facilities. Extended medium voltage distribution system shall include additional pad-mount transformers, secondary distribution cabinets, surge arrestors, switch gear, etc as necessary.

9.5.1.1 Raceways:

Exterior raceways (duct banks and conduits) shall be installed at a slope towards a manhole or hand-hole to avoid collection of water in the raceway. Conduit shall be PVC, thin-wall, and concrete encased. Service lateral conduits shall be no less than 100mm (4 inch) in diameter. Duct bank conduits shall be cleaned with a wire mandrel prior to the installation of cables. Minimum of one spare conduit shall be provided in all duct-banks and capped at both ends. Top of the duct bank shall be below the frost line or a minimum of 24 inch (600mm) below grade, whichever is deeper; depth must also be per NEC or/and NESC requirements.

Communication duct bank from the hospital facility, built under this contract, to the main (site) communication duct bank system shall be provided under this contract. Maintain required separation between communication and electrical service per code requirements if communication and electrical services are together in the same duct bank. Proper separation between like services is also required. Existing underground communication conduits system on Base shall be extended to this Facility.

Interior raceways: Metal conduit system shall be complete, to include but not limited to, necessary junction and pull-boxes. Smallest conduit size shall be no less than 20mm (0.75 inch) in diameter. All empty conduits shall be furnished with pull-wire or pull-rope. System design and installation shall be per NFPA 70 requirements.

Cable trays (if required) shall be ladder type and provided with, but not limited to, splices, end plates, dropouts and miscellaneous hardware. System shall be complete with manufacturer's minimum standard radius and shall be free of burrs and sharp edges. Nominal width of cable tray shall be 300mm (12 inch) and rung spaced at 150mm (6 inch). Nominal depth shall be 100mm (4 inch). System design and installation shall be per NFPA 70 and UFC 4-510-01 requirements.

9.5.1.2 Pad-Mount Transformer Station:

Pad-mount transformers shall be dead-front type, complete from one manufacturer. Transformer selection, design, and installation shall be governed by NEC, NESC, ETL 1110-3-412, TM 5-684, UFC 4-510-01, UFC 3-550-03FA, and UFC 3-550-03N. Transformer cooling shall comply with the requirements outlined in UFC 4-510-01, either in paragraph 10.2.3 or in Annex B, at the Contractor's discretion. Size and number of transformers shall also be governed by either paragraph 10.2.3 or Annex B of UFC 4-510-01. In case of conflict between transformer design criteria between the above named standards, UFC 4-510-01 shall govern; in cases where UFC 4-510-01 can not resolve the conflict, it shall be brought to the attention of the Contracting Officer for resolution.

All new transformers shall be provided with secondary side circuit breaker type distribution cabinets and sized for the demand load, plus 20% spare for future. All transformers shall be equipped with surge protection (lightning arrestors).

9.5.1.3 Exterior cables:

All underground cables shall be copper. All underground cables shall be designed for underground installation and shall have appropriate voltage rating. Cables with defective insulation shall be replaced in its entirety and NOT repaired. Overhead (aerial) conductors, if used, may be aluminum conductors. All conductors shall conform to requirements in the NEC, NESC, UFC 3-550-03FA, and UFC 3-550-03N.

9.5.2 Secondary Power Distribution System:

Secondary Power shall be 380/220 volts, 3 phase, 4 wire, 50 Hz. Building secondary power distribution system shall include main distribution, lighting and power panels as required. All circuits will be properly grounded per NEC. All panels will be earth grounded. All panels will have space for 20% future expansion of the electrical system; this is to include 20% demand-load growth, as well as 20% extra space for additional circuit breakers or other protective devices. Main Distribution Panel(s) shall also be provided with an additional 20% spare capacity, over and above 20% spare capacity provided to any sub-panels. Reduced neutral cabling is not acceptable. Shared neutral is acceptable between a maximum of two circuits. All wiring will be installed in panduit, conduit, or cable tray, as appropriate.

All panel boards shall be circuit breaker 'bolt-on' type panels. Separate lighting and power panels shall be provided. Minimum size circuit breaker shall be rated at 16 amperes. Circuit breakers shall be connected to bus bar(s) within the panel boards. Daisy chain (breaker-to-breaker) connection(s) shall not be acceptable. Indoor distribution panels shall be flush mounted in finished areas, and surface mounted in unfinished areas. All circuit breakers shall be labeled with an identification number corresponding to the panel schedule. A 3-pole circuit breaker shall be a single unit and not made up of 3 single pole circuit breakers connected with a wire or bridged to make a 3-pole breaker. All wiring shall be copper, minimum 4 mm² (#12 AWG), recessed in finished areas and surface mounted in metal conduits in unfinished areas. All panels shall be provided with a minimum of 20% spare capacity for future load growth. Power receptacles (outlets) shall be duplex, 240 volts, 50 HZ, Type CEE.

All splicing and terminations of wires shall be performed in a junction or device boxes. Proper wire nuts/connectors shall be used for splicing wire. No twist-wire connections with electrical tape wrapped around it shall be acceptable. All electrical installations shall be in accordance with the requirements of NFPA 70 (National Electric Code). All electrical wiring will be encased in metallic conduit or appropriately approved and designed raceways. No wires will be exposed along any surface of the facility. All service entrance cables and equipment, such as main distribution panels etc., to the facility shall be sized for the ultimate facility loads, to include heating, cooling and ventilation loads, initial and future, plus 20% spare capacity.

All exterior conduit and raceways shall be designed for exterior application. The use of 75 or 90 degree C (minimum) terminals and insulated conductors is required. Use of 75 degree C conductors on circuits with protective device terminals rated for 60 degree C is inappropriate. All low voltage conductors (interior and exterior) shall be copper.

Transient Voltage Surge Suppression shall be provided utilizing surge arresters to protect sensitive and critical equipment. As a minimum TVSS protection shall be provided at each panel and lightning arrestors provided at each transformer. It is recommended that Metal Oxide Varistors (MOV) or active silicon surge protection technology be used for panel applications. Transient Voltage Surge Suppression

shall be provided per NEC, NESC, UFC 4-510-01, UFC 3-550-03FA, UFC 3-550-03N, and other applicable standards listed above.

9.5.2.1 Receptacles:

All receptacles will be a minimum of 450 mm above the finished floor in office areas and 1016 mm above finished floor in general areas. General purpose receptacles shall be duplex, grounding (earthed) type, "flush" or "semi-flush" wall mounted type, color ivory. In offices and similar areas receptacles shall be provided at every 1.8 M intervals, but no less than one (1) per each wall in small offices or areas. Provide receptacles at patient beds per NEC 517.18 and 517.19. Provide and install electrical receptacles no more than three (3) meters apart on all other interior walls. All receptacles shall be Hospital Grade, per NEC requirements. Receptacles shall be complete to include box, cover plate and necessary screws/connectors and shall be type CEE. Provide no less than two separate 16A circuits per room, unless more are required per NEC and UFC 4-510-01.

There will be no more than 8 outlets per circuit. CEE Type receptacles with plugs (2P+E (240v) and 3P+E (380v) and with appropriate rating, shall be provided for, but not be limited to, washers, dryers, and any other type of large plug-able equipment.

Receptacles near sinks or lavatories shall be switch operated and Ground Fault Circuit Interrupter (GFCI), or Residual Current Disconnect (RCD) type, with the trip setting of 30 milliampere or less.

All electrical equipment to be installed in wet or damp locations shall be weatherproof. Receptacles in these areas shall be GFCI, or Residual Current Disconnect (RCD) type, with the trip setting of 30 milliampere or less,

and shall be properly grounded. All equipment mentioned in this scope shall be properly grounded in accordance with the National Electrical Code 2006 version.

There shall be a duplex outlet located near each exterior door. Outdoor outlets shall be weather-proof and Ground Fault Circuit Interrupter (GFCI), or Residual Current Disconnect (RCD) type, with the trip setting of 30 milliampere or less. One wet-location rated duplex GFCI outlet will be provided at every sink. When two sinks are side-by-side. A single duplex outlet will suffice.

Contractor shall provide all power requirements including all circuiting and outlets for the owner furnished washer and dryer in the laundry facility.

Owner furnished Dryer is:

American Dryer Corporation Model SL-75 (electric).

-38 ¼ W x 55 ½ H x 49 D

-Weight 545 lb

-Minimum overhead clearance of 6" is required

-Requirement to allow the door to open completely is 40"

The room air must be continually replenished from the outdoors. If make up air is inadequate, multiple problems can occur. As a general rule, an unrestricted air entrance from the outdoors of 110 square inches is required.

The dryer produces combustible lint and must be exhausted to the outdoors. The dryer shall not be exhausted into any gas vent, chimney, wall, ceiling or concealed space of a building.

The dryer should be connected to a dedicated circuit using copper wire only.

Dryer 415 volt, 50 Hz, 3 phase, 80 amp

Owner furnished Washer is:

Girbau Washer Model LS-355.

-56 W x 69 H x 55" D

-Weight 1100 lb (must be secured to the floor)

-Water connection is 1" at a height of 64", pressure should be between 70-90 psi at a flow of 27 USgal/min

-Drain external diameter is 3" (unit has optional 2nd drain line)

-Drain hose diameter AFTER the drain box must be 6"

-Drain box must be below drain line (manual has instructions on how to build drain box)

The power requirements for the washer and dryer are listed below.

Washer 415 volt, 50 Hz, 3 phase, 39 amp, 22KW

Contractor shall provide one 240V outlet (away from the units) and two 400 volt outlets. Provide a 240V outlet at the location of the units along with the two 400 volt outlets and one separate 240 wall outlet in the room as well.

Contractor will provide circuiting and outlets for the CT Scanner Line Power Generator. Power requirements will be as follows:

32 KW Generator 1 phase 240 VAC

Wire size at 15 M length from source	50 mm ² (AWG 1/0)
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Wire size at 30 M length from source	95 mm ² (AWG 3/0)
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Wire size at 45 M length from source	120 mm ² (AWG 4/0)
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9.5.2.2 Lighting:

Interior lighting design shall comply with requirements of NEC, IESNA Lighting Handbook, UFC 3-530-01AN, and UFC 4-510-01. Lighting levels (number of lux or foot-candles per room) shall be determined by UFC 4-510-01 Appendix A. UFC 4-510-01 Appendix A will be the final authority on interior illumination levels, the other listed references will only be used in even of ambiguity or missing light-level information.

All rooms must have isolated light switches. Common areas must have lighting isolated by switch on each half of the area as directed by the Contracting Officer. This shall be accomplished by means of installing a 3 way lighting system. Rooms with multiple entrances shall be controlled by multi-way switches, with a switch at every entrance.

Exterior Parking Lot Lighting design shall comply with the requirements of NEC, IESNA Lighting Handbook, and UFC 3-530-01AN. The lighting shall consist of pole mounted HPS lighting fixtures complete with integral photocell control. Provide an average of 2 FC (20 Lux) the parking lot. Wiring between poles shall be installed underground, 800mm below grade, in hard-wall direct buried PVC, Schedule 40, conduit system, with necessary hand-holes.

Light Fixtures:

Contractor is to provide and install fluorescent lighting throughout the hospital addition.

Lighting fixtures shall be a standard manufacturer's product, complete with louver/lens and reflector. Fluorescent light fixtures shall be power factor corrected and equipped with standard magnetic ballast(s) or electronic ballasts. However, electronic ballast are not recommended in areas of medical facilities where electronic (life support) medical equipment is used or areas where invasive procedures are performed, due to possible interference with the equipment. Some examples are operating rooms, delivery rooms, laboratories, special procedure rooms, MRI areas, Medical equipment repair and test areas and other areas of similar use. Refer to UFC 4-510-01 paragraph 10.5.1 for more details in selecting ballast type(s).

All light fixtures shall be capable of receiving standard lamps used locally. All lighting shall be affixed to the hard surfaces of all ceilings and walls where appropriate. No lighting fixtures will hang below the entry height of any door. Light fixtures installed in wet/damp areas shall be rated for IP55, degree of protection. All fixtures shall be fully factory wired. Outside building lights shall be provided above all exterior doors. Exterior light fixture shall be weatherproof, photocell controlled, wall pack units. Outside lights shall be on a separate circuit breaker.

Battery powered 'emergency' and 'exit' lights shall be provided within the facility for safe egress during a power outage. In addition, there will be battery powered "emergency" lights provided in all patient wards and rooms (in addition to the fixtures in those spaces that are connected the generator). All light fixtures shall be factory finished, complete and operational, to include but not be limited to, lens, globe, lamp, ballast etc. All light fixtures shall be appropriate for that location where installed. Industrial type fluorescent light fixtures may only be provided in mechanical rooms or similar areas. Every room shall be provided with a minimum of one light switch. Fixtures may be pendant or ceiling mounted, depending on the ceiling height and type. Above mirror lights shall be provided in toilet rooms. Provide general illumination and reading lighting controlled by the patient. Provide night lighting controlled at the corridor door. Provide general illumination and reading lighting controlled by the patient. Provide night lighting controlled at the corridor door. Provide emergency lighting with battery back-up in all halls and critical areas.

General Office Space / Computer Rooms	50 FC (500 Lux)
Conference Rooms	50 FC (500 Lux)
Break Rooms	70 FC (700 Lux)
Laundry Rooms	30 FC (300 Lux)
Mechanical & Electrical Equipment Rooms	30 FC (300 Lux)
Operating rooms	Per UFC 4-510-01 Appendix A
All other areas:	Per UFC 4-510-01 Appendix A

9.5.2.3 Light Switch:

Light switches shall be single pole. Minimum of one light switch shall be provided in every room. Lighting in large rooms/areas may be controlled from multiple switches. Contractor will provide wall mounted light switches for each individual room/office spaces, entry/exit doors or corridor lighting. There will be, at a minimum, one wall mounted light switch within 450 millimeters of each entry/exit door that will turn overhead lights on and off.

9.6 Generator(s):

Contractor will provide backup power generation with 20% spare capacity. Back-Up Generation shall be installed with an automatic transfer switch. Automatic transfer switch shall turn on within 10 seconds after loss of the local power supply power. Determine power load requirements for rooms that require emergency back-up power per NEC (NFPA 70), NFPA 99, and UFC 4-510-01. Based on electrical analysis, determine sizing and specifications of backup generators to provide adequate power for hospital, including all equipment, with 20% spare capacity.

Fuel storage for the generator shall be provided to run the generator(s) for 5 days at 100% load.

9.7 Conductors:

All cable and wire conductors shall be copper (medium voltage exterior aerial conductors, if used, may be aluminum). Conductor jacket or insulation shall be color coded to satisfy NEC, NESC, UFC 3-550-03FA, UFC 3-550-03N and local utility requirements. The use of 75 or 90 degree C (minimum) terminals and insulated conductors is required. Use of 75 degree C conductors on circuits with protective device terminals rated for 60 degree C is inappropriate.

9.8 Grounding and Bonding:

Grounding and bonding shall comply with the requirements of NFPA 70, UFC 3-550-03FA, and UFC 3-550-03N. Underground connections shall be exothermal welded. All exposed non-current carrying metallic parts of electrical equipment in the electrical system shall be grounded. Insulated grounding conductor (separate from the electrical system neutral conductor) shall be installed in all feeder and branch circuit raceways. Grounding conductor shall be green-colored, unless the local authority requires a different color-coded conductor. Ground rods shall be copper-clad steel. Ground resistance shall not exceed 25 ohms when measured less than 48 hours after rainfall, except at generators. At generators, ground resistance shall not exceed 5 ohms when measured less than 48 hours after rainfall.

9.9 Enclosures:

Enclosures for exterior and interior applications shall be NEMA Type 3R (IEC Classification IP14) and NEMA Type 1 (IEC Classification IP10), respectively.

9.10 Telephone/Computer Network System:

Expand the existing communications system from the main hospital to provide services to the new addition. Communications components shall include, phones, intercoms, speakers, and wiring for computers and internet. Ensure moisture protection for all communication systems. All private offices, cubicles, and the central nursing station shall be wired for centralized LAN computer connections. Private offices and the central nursing station shall be wired for land line telephones, one per room. All office rooms will have communications conduits, raceways, junctions, and RJ45 connection points installed. RJ45 connection points will be spaced throughout the designated rooms similar to the electrical receptacles.

The contractor will be required to design and construct a 4.5 square meter communications closet. All communications lines will be routed back to this area. All network communications hardware (routers, switches, PBXs) will be provided via a separate contract, but RJ45 patch panels are required by this contract. The building will be wired for local internet service. Location of connections to be determined by the Contracting Officer in conjunction with the customer (CSTC-A and ANA Rep). A ground bus shall be provided in all communications rooms. It shall have a resistance of 25 ohms or less 48 hours after a rainfall. A minimum of two (2) 20mm conduits shall be provided from the cross connect box inside the building to the outside communication hand-hole. Walls of communications wiring rooms or closets shall be lined with plywood 1 meter AFF.

Communications system wiring surge protection shall be provided, per the below listed standards.

All communications systems and communications wiring shall comply with ANSI/TIA/EIA-568, ANSI/TIA/EIA-569, ETL 1110-3-502, UFC 1-200-01, UFC 3-520-01, and UFC 4-510-01.

9.12 Television System:

Television System shall consist of television outlets and an empty metal conduit raceway system, to include necessary junction boxes and pull wire. The Contracting Officer shall determine the number and

location of the outlet locations. Television monitors, coaxial cable and any amplification devices shall be provided by others. One 50mm (2-inch) conduit shall be provided from an indoor television junction box to an outside weather-head.

9.13 Fire Detection & Alarm System and Mass Notification System:

NFPA 101 requires a complete and independent Fire Detection and Alarm System to be provided in the Hospital Addition Facility. The System shall include a master control panel having the features of a fire alarm and mass notification control unit, pull (or push button) stations, speakers, audible and visual devices, independent for each system, smoke and heat detectors, duct detectors, flow and tamper switches as required. The Addressable Interior Fire Alarm and Mass Notification System shall be a complete, supervised, noncoded, analog/addressable fire alarm and mass notification system conforming to NFPA 72, UL 864 Ninth Edition, and UL 2017. The system shall be activated into the alarm mode by actuation of any alarm initiating device. The system shall remain in the alarm mode until the initiating device is reset and the fire alarm control panel is reset and restored to normal. The system maybe placed in the alert mode by local microphones or remotely from authorized locations/users. Fire alarm cable shall be installed in metal conduit system. System design shall be in accordance with the requirements of NFPA 72. Fire alarm system shall be complete and a standard product of one manufacturer and the system shall match the system that is installed in the main hospital facility. The system shall provide annunciation at the main hospital annunciation panel. Construct the system in compliance with NFPA 70, NFPA 72, NFPA 99, NFPA 101, and UFC 4-510-01.

9.14 Nurse Call System:

Contractor to provide and install a nurse call system, to provide means for a patient to signal the nursing staff that assistance is needed. Additionally, nurse call system shall provide means for communications between staff members to serve administrative as well as emergency signaling requirements. The system shall provide audible signaling and visual annunciation of patient and staff calls, as well as audio communications. Nurse call equipment shall consist of, Equipment functions and operational characteristics shall conform to IEEE Std 602, UL 1069, and the design requirements of UFC 4-510-01. Equipment, as a minimum, shall consist of the Master Control Station and Annunciator, Patient Station Cord sets, Toilet area cord sets, and corridor zone lights. The nurse call system shall be complete and a standard product of one manufacturer and the system shall match the system that is installed in the main hospital facility.

9.15 Public Address System:

Contractor to provide and install a public address system which shall consist of an audio distribution network to include amplifiers, mixers, microphones, speakers, cabling, and ancillary components required to meet the required system configuration and operation. The system shall include microphones, microphone outlet receptacles, microphone inputs with preamplifiers, inputs for magnetic tape, and telephone program sources, single channel paging, control for each input, power amplifying equipment, and accessories required to output the public address and paging audio signals through selected portions of the audio distribution network as indicated. The system shall control and amplify an audio program for distribution within the hospital addition.

The system shall provide even sound distribution throughout the designated area, plus or minus 3 dB for the 1/1 octave band centered at 4000 Hz. The system shall provide uniform frequency response throughout the designated area, plus or minus 3 dB as measured with 1/3-octave bands of pink noise at locations across the designated area selected by the Contracting Officer. The system shall be capable of delivering 75 dB average program level with additional 10 dB peaking margin sound pressure level (SPL) in the area at an acoustic distortion level below 5 percent total harmonic distortion (THD). Unless

otherwise specified the sound pressure reference level is 0.00002 Newtons per square meter (20 micro Pascal).

Public address system shall meet the requirements of NFPA 70, NFPA 72, NFPA 99, NFPA 101, and UFC 4-510-01.

9.16 Identification Nameplates:

Major items of electrical equipment, such as the transformers, manholes, hand holes, disconnect switches, motor starters, and panel boards, shall be provided with a permanently installed engraved identification nameplate. Languages used shall be English and Dari.

9.17 Schedules:

All panel boards shall be provided with a panel schedule. Schedule shall be typed written in English and Dari languages.

9.18 Single Line Diagram:

Complete single line diagram shall be provided in every transformer distribution panel and in the Main Distribution Panel in each building. Single line diagram shall show all panels serviced from the transformer distribution panel and the MDP respectively. Text shall be in English and Dari.

9.19 Spare Parts And Consumables:

The Contractor shall provide for all systems, based upon the spare parts list described in 1.29.2.2.j. of Section 01060, a supply of spare parts, equipment and consumables necessary to maintain operations throughout the performance period and conduct preventive maintenance and repair for a 6 month period beyond the contract performance period, to include those items required to perform testing and commissioning. The contractor shall replace any light bulbs that have been used for more than 15% of their expected life at the time of turnover to the government.

The Contractor shall provide all materials, supplies, and expendables required to conduct all testing and commissioning activities. The Contractor shall replace all oil/fuel filters during the testing and acceptance period if required by the manufacturer's recommendations. The Contractor shall assure all new fuel tanks are filled to capacity and oil/coolant levels on new generators, transformers, etc. are filled to the upper operating level at time of turnover to the Government. The cost of fuel, oil, filters, and other consumables up to the time of Government acceptance is the responsibility of the Contractor.

10. ATTACHMENTS

The following attachments are for information only and form an integral part of the technical requirements. If variations occur between the drawings and the specifications, the specifications shall supersede the drawings.

- | | |
|-----|------------------------------|
| C.1 | Site Plan |
| A.1 | Hospital Addition Floor Plan |

SEE APPENDIX A

-- End of Section --

SECTION 01060 SPECIAL CLAUSES

PART 1 GENERAL

1.1 PRECONSTRUCTION CONFERENCE

1.1.1 Schedule of Meeting

At the earliest practicable time, prior to commencement of the work, the Contractor and any Subcontractors whose presence is necessary or requested, shall meet in conference with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to the details of the administration and execution of this contract. This will include but not necessarily be limited to the Contractor's Quality Control (CQC) Program, the Contractors Accident Prevention Program, submittals, correspondence, schedule, access to the work site, security requirements, interface requirements, temporary facilities and services, hazards and risks, working after normal hours or on weekends or holidays, assignment of inspectors, representations, special requirements, phasing, and other aspects of this project that warrant clarification and understanding.

1.1.2 Meeting Minutes

It shall be the responsibility of the Contractors CQC System Manager to prepare detailed minutes of this meeting and submit those minutes to the Contracting Officer for approval within three (3) workdays. Any corrections deemed necessary by the Contracting Officer shall be incorporated and resubmitted within two (2) calendar days after receipt. Upon approval of the minutes by the Contracting Officer, the Contractor shall distribute the minutes to all parties present or concerned.

1.2 AREA USE PLAN

The Contractor shall submit to the Contracting Officer, within ten (10) calendar days after award of this task order, an Area Use Plan designating intended use of all areas within the project boundaries. This plan shall include, but not necessarily be limited to the following: the proposed location and dimensions of any area to be fenced and used by the Contractor; construction plant and building installations/the number of trailers and facilities to be used; avenues of ingress/egress to the fenced areas and details of the fence installation; drawings showing temporary electrical installations; temporary water and sewage disposal installations; material storage areas; hazardous storage areas. Any areas that may have to be graveled shall also be identified. The plan shall also include a narrative description of the building structural system, the site utility system and the office or administration facilities. The Contractor shall also indicate if the use of a supplemental or other staging area is desired. The Contractor shall not begin construction of the mobilization facilities prior to approval by the Contracting Officer of the Area Use Plan described herein.

1.3 CONTRACTOR'S MOBILIZATION AREA

The Contractor will be permitted to use an area designated by the Contracting Officer within the contract limits for operation of his construction equipment and plants, shops, warehouses, and offices. Utilities will be provided for the Contractor as described below. The Contractor is responsible for obtaining any required additional mobilization area above that designated. The construction site shall be cleared of construction debris and other materials and the area restored to its final grade.

1.3.1 Contractor's Temporary Facilities

1.3.1.1 General

All facilities within the Contractor's mobilization area shall be of substantial construction suitable for the local weather conditions. Sanitary facilities shall meet the requirements of Corps of Engineers, Safety and Health Requirements Manual EM 385-1-1. Local nationals will not be granted any privileges under this contract.

1.3.1.2 Administrative Field Offices

The Contractor may provide and maintain administrative field office facilities within the mobilization area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

1.3.1.3 Storage Area

The Contractor shall construct a temporary 1.8 meter (6 foot) high chain link fence around trailers and materials. The fence shall include plastic strip inserts, colored green or brown, so that visibility through the fence is obstructed. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless approved in writing by the Contracting Officer.

1.3.1.4 Plant Communication

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. These devices shall be made available for use by Government personnel.

1.3.1.5 Appearance of Mobilization Site Facilities and/or Trailers

Mobilization Site Facilities and/or Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers or other transportable structures which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the construction site until such work or maintenance has been performed to the satisfaction of the Contracting Officer.

1.3.1.6 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse unpaved areas which are not established roadways with construction equipment or other vehicles, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of soil onto paved or established roadways; gravel gradation shall be at the Contractor's discretion.

1.3.1.7 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The

Contractor shall be responsible for the security of its own facilities and equipment.

1.3.1.8 Sanitation

- a. Sanitary Facilities: The Contractor shall provide portable sanitation facilities for the Contractor's use. The Contractor shall be responsible for maintaining such facilities at no expense to the Government.
- b. Trash Disposal: The Contractor shall be responsible for collection and disposal of trash from the work areas and from the mobilization area. General construction debris and demolition debris shall be collected and transported by the Contractor to a location designated by the Government. Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or soil that is tracked onto paved or surfaced roadways shall be cleaned daily. Materials resulting from demolition activities that are salvageable shall be stored within the fenced area described above. Stored material not indoors, whether new or salvaged, shall be neatly stacked when stored.

1.3.1.9 Telephone

The Contractor shall make arrangements to install and pay all costs for telephone facilities desired.

1.3.1.10 Restoration of Storage Area

Upon completion of the project and after removal of mobilization facilities, trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse unpaved areas shall be removed and all such areas restored to their original conditions.

1.3.2 Protection and Maintenance of Traffic

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the Host Nation and base authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with base traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

1.3.2.1 Use of Existing Roads as Haul Routes

The Contractor shall be responsible for coordinating with the base authorities for use of any existing roads as haul routes. Construction, and routing of new haul roads, and/or upgrading of existing roads to carry anticipated construction traffic shall be coordinated with the Base authorities and is the sole responsibility of the Contractor.

1.3.3 Temporary Project Safety Fencing and Barricades

The Contractor shall impose all measures necessary to limit public access to hazardous areas and to

ensure the restriction of workers to the immediate area of the construction and mobilization site. The Contracting Officer may require in writing that the Contractor remove from the work any employee found to be in violation of this requirement.

1.3.3.1 Barricades

Barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night. Travel to and from the project site shall be restricted to a route approved by the Contracting Officer.

1.3.4 Host Nation Authorizations, Permits and Licenses

It shall be the Contractor's responsibility to obtain such local authorizations, permits and licenses necessary to establish his quarry operations, batching operations and haul routes (See Special Clause entitled: COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS).

1.4 RESPONSIBILITY FOR PHYSICAL SECURITY

Prior to mobilization, the Contractor shall submit his proposed means of providing project security to prevent unauthorized access to equipment, facilities, materials and documents, and to safeguard them against sabotage, damage, and theft. The Contractor shall be responsible for physical security of all materials, supplies, and equipment of every description, including property which may be Government-furnished or owned, for all areas occupied jointly by the Contractor and the Government, as well as for all work performed.

1.5 DUST CONTROL

The Contractor shall be required to control objectionable dust in the work areas, access roadways, and haul roads by means of controlled vehicle speeds or dust palliatives. Vehicles transporting sand, cement, gravel or other materials creating a dust problem shall be covered, as directed by the Contracting Officer, or in accordance with local Laws, codes, and regulations.

1.6 DIGGING PERMITS

1.6.1 Requests for Digging Permits

Requests for Digging Permits shall be submitted to Contracting Officer a minimum of seven (7) days prior to the start of the work activity covered by the permit. The request for a Digging Permit shall include a narrative description of the work to be performed and a detailed map of the area of the excavation clearly marking the location of all known utilities or other obstructions. If the work activity covered by the Digging Permit request also requires a utility outage, a separate request for the outage shall be submitted in accordance with the paragraph entitled CONNECTIONS TO EXISTING UTILITIES.

1.6.2 Preparation of Requests for Digging Permits

Prior to submitting a request for a Digging Permit, the Contractor shall carefully review the area to be excavated to determine the location of existing utilities and other obstructions. The Contractor will review

available drawings and will conduct a visual inspection of the site. The Contractor will utilize underground utility detecting devices such as metal and cable detectors to determine the location of existing utilities. All utility lines found shall be clearly flagged or marked and the location of the utility shall be shown on the drawing to be submitted with the request for Digging Permit.

1.6.3 Existing Underground Utilities

The Contractor shall exercise utmost care in researching locations of existing utilities and reducing damage to existing utilities. Any utilities damaged by the Contractor shall be promptly repaired by the Contractor. The Contracting Officer will review and approve any proposed repairs. Any damage to existing utilities will be immediately reported to the Contracting Officer and the Base Commander.

1.7 CONNECTIONS TO EXISTING UTILITIES

1.7.1 General

Any outage involving disruption of electrical service beyond the site area shall be requested in writing at least ten (10) days in advance of the date requested for the commencement of the outage. The Contractor shall provide a request, detailing the type of outage needed (water, sewer, electrical, steam, etc.), the time needed to perform the work, the reason for the outage, and the known affected facilities. The Contracting Officer shall be contacted prior to the outage to confirm the time and date. If the Contractor fails to initiate work at the approved time, the Contracting Officer may cancel the approved outage and may direct the Contractor to resubmit a new request. No part of the time lost due to the Contractor's failure to properly schedule an outage shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

1.7.1.1 Performance of Work During Non-Standard Hours

To minimize outage impact to the mission of the installation, all outages shall be scheduled on weekends or from 2100 – 0530 hours on duty days and/or as directed by Contracting Officer Representative (COR). The period proposed for performance of the outage shall include sufficient contingencies to preclude impact to the peak working hours 0530 – 1800 hours during the workweek.

1.7.1.2 Exterior Night Lighting

Exterior night lighting shall be provided in conformance with EM-385-1-1 entitled Safety and Health Requirements Manual.

1.7.2 Existing Underground Utilities

The Contractor is provided notice that existing utilities may be present in the construction area. The Contractor shall exercise the utmost care in researching locations of existing utility lines by implementing control measures to eliminate, or reduce to a level acceptable to the Contracting Officer, the chance of damaging or destroying existing utilities.

1.7.2.1 Use of Underground Utility Detecting Device

Prior to any excavation, a metal and/or cable-detecting device shall be used along the route of the excavation. All underground utilities discovered by this method will be flagged a minimum distance of

one-half (1/2) meter on each side of the location.

1.7.2.2 Hand Excavation

Hand excavation methods and special supervisory care shall be used between any flagged markers, in areas of known or suspected hazards, and in areas known or suspected to have multiple and/or concentrated utility lines or connections.

1.7.3 Repair of Damaged Utilities

The Contractor shall be responsible to repair any utilities damaged by him. The method of repair and schedule for performance of the repair shall be coordinated with, and subject to the approval of, the Contracting Officer. The repair work and any temporary work required to keep the system operational while repairs are being completed, shall be performed at no cost to the Government.

1.8 WATER

The Contractor shall install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the Contracting Officer. Water required for final testing, adjusting and balancing of HVAC systems will be furnished by the Government. Before final acceptance of systems, or facilities, all temporary connections and piping installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

1.9 NOT USED

1.10 ELECTRICITY (CONTRACTOR PROVIDED)

Electrical service not available for use under this contract; therefore all electric current required by the Contractor shall be the responsibility of the Contractor, furnished at his own expense. The Contractor shall provide diesel generators to meet his demand requirements. Electricity required for final testing systems will be furnished by the Government. The means of doing so, such as by temporary distribution systems, shall be the responsibility of the Contractor. All temporary connections for electricity shall be subject to the approval of the Contracting Officer and shall comply with Corps of Engineers manual EM 385-1-1 entitled Safety and Health Requirements Manual. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer. Before final acceptance of systems, or facilities, all temporary connections installed by the Contractor shall be removed at his expense in a manner satisfactory to the Contracting Officer.

1.11 WORK OUTSIDE REGULAR HOURS

If the Contractor desires to carry on work outside regular base duty hours, or on U.S. or local holidays, he shall submit an application to the Contracting Officer. The Contractor shall allow ample time to enable satisfactory arrangements to be made by the Government for inspecting the work in progress. At night, exterior lighting shall be provided in conformance with EM-385-1-1 entitled "Safety and Health Requirements Manual".

1.12 SCHEDULING OF WORK IN EXISTING FACILITIES

As soon as practicable, but in any event not later than thirty (30) calendar days after award of this task order, the Contractor shall meet in conference with the Contracting Officer, or his duly authorized

representatives, to discuss and develop mutual understanding relative to the scheduling of work in and access to the existing facilities where work has to be performed under this contract, so that the Contractor's proposed construction schedule is coordinated with the operating and security requirements of the installation.

1.13 SPECIAL FACILITIES AND SERVICES TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish the facilities and services listed in this clause for Corps of Engineers personnel and other persons as designated by the Contracting Officer. All facilities, furnishings, materials, and equipment shall be new when furnished at the site. The Contractor shall fully maintain and repair all facilities, furnishings and equipment listed below. All facilities furnished and/or installed by the Contractor under this clause shall remain the property of the Government at the completion of the task order. Facility structures shall be modular or containerized, suitable for easy movement at a later date.

1.13.1 Field Office Facility

Contractor to provide a field office facility sufficient for two (2) persons shall include all utilities, indoor toilet facilities, small conference area for 6 people, and break area with sink, refrigerator and microwave oven. The layout of the office facility shall be approved by the Contracting Officer. The facility, including electrical diagrams, shall be provided no later than 15 days after award of this task order.

Furnishings shall include:

- 2 - Desk
- 2 - Desk chairs
- 2 - Shelf storage units
- 2 - Drawer file cabinets]
- 1 - Conference table with 6 chairs

1.13.2 Services for the Adjacent Facilities

- a. Maintain all utility systems required to support the facilities. Provide heat and air conditioning to the facilities.
- b. DELETED
- c. Provide operation and maintenance of building structure, all furnishings and equipment contained therein, including painting and incidental repairs.
- d. Provide dust control in area adjacent of the buildings.
- e. Provide vector control services, including insect and rodent control in the areas adjacent to the buildings.

1.14 PREPARATION OF AS-BUILT DRAWINGS (CONTRACTOR)

1.14.1 General

Upon completion of each facility under this contract, the Contractor shall prepare and furnish as-built drawings to the Contracting Officer. The as-built drawings shall be a record of the construction as installed and completed by the Contractor. They shall include all the information shown on the contract set of drawings, and all deviations, modifications, or changes from those drawings, however minor, which were incorporated in the work, including all additional work not appearing on the contract drawings, and

all changes which are made after any final inspection of the contract work. In the event the Contractor accomplished additional work that changes the as-built conditions of the facility after submission of the final as-built drawings, the Contractor shall furnish revised and/or additional drawings and drawing files as required depicting final as-built conditions. The requirements for these additional drawings shall be the same as for the as-built drawings specified in this paragraph.

All site plans and master plans shall be drawn in the following projection and datum for incorporation into the U.S. Army Corps of Engineers GIS system:

WGS 1984 UTM Zone 42 N1.14.2 Final As-Built Drawings

The Contractor shall update the digital contract drawing files to reflect the approved final as-built conditions and shall furnish those updated drawing files and plots of the final as-built drawings to the Contracting Officer. *As-built drawings shall include the addition of the predominant native language of the region in addition to the English language.*

- a. Only personnel proficient in the use of Computer Assisted Design and Drafting (CADD) for the preparation of drawings shall be employed to modify the contract drawing files or prepare new drawing files.
- b. Existing digital drawing files shall be updated to reflect as-built conditions. Independent drawing files containing only as-built information are not acceptable. The modifications shall be made by additions and deletions to the original drawing files, and where additional drawings are necessary, they shall be developed in individual digital files for each new drawing. All additions and corrections to the contract drawing files shall be clear and legible, and shall match the adjacent existing line work and text in type, size, weight, and style. New or revised information placed into the design files shall be placed on the levels and in the colors used for placement of the corresponding initial data. Similarly, the drawing size, title block, and general format of new drawings shall be consistent with the format established by the original drawings.
- c. In the preparation of as-built drawings, the Contractor shall remove "Bubbles" used by the Government to highlight drawing changes made during design/construction. Triangles associated with those earlier drawing changes shall be left on the drawings and the Contractor shall not add triangles to designate modifications associated with representation of the as-built condition. The revision block identification of the drawing modifications shall be left intact and the date of completion and the words "REVISED AS-BUILT" shall be placed in the revision block above the latest existing notation. Each drawing shall have the words "DRAWING OF WORK AS-BUILT" in letters 4.5 mm (3/16") high placed below the drawing title portion of the drawing title block, between the border and the trim line.
- d. The Contractor shall check all final as-built drawing files for accuracy, conformance to the initial drawing scheme and the above instructions. The Contracting Officer will review the drawings and drawing files for conformance to these standards.
- e. The Contractor shall furnish the digital as-built drawing files in the format as directed within Section 01335. The Government will only accept the final product for full operation, without conversion or reformatting, in these formats.
- f. Digital drawing files shall be furnished to the Contracting Officer on CD-ROM or other media and format as approved by the Contracting Officer. A transmittal sheet containing the name of the files, the date of creation, the CD-ROM number, and a short description of the contents, shall accompany the CD-

ROM.

g. A sample drawing shall be furnished to the Contracting Officer before delivery of final as-built drawings as a test to demonstrate compliance with the above instructions and file format compatibility with the described CADD software.

h. One (1) complete set of the updated final Record Copy digital drawing files and one (1) paper plot or copy of the final Record drawings shall be delivered to the Contracting Officer upon completion of each facility. If upon review of the final as-built drawings, errors or omissions are found, the drawings and drawing files will be returned to the Contractor for corrections. The Contractor shall complete the corrections and return both the digital files and the as-built prints to the Contracting Officer within ten (10) calendar days.

1.15 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in accordance with Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company involved and shall contain the name and address of the Contractor, the project name and location, description and the quantity of the items involved, and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material.]

1.16 ACCIDENT PREVENTION

The Contractor shall comply with all applicable Host Country laws and with such additional measures as the Contracting Officer may find necessary in accordance with CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV1991)-ALTERNATE 1 (APR 1984). Applicable provisions of the Corps of Engineers manual entitled Safety and Health Requirements Manual EM 385-1-1 will be applied to all work under this contract. The referenced manual may be obtained from the Contracting Officer at the jobsite or from the Afghanistan Engineer District at Kabul, Afghanistan.

1.16.1 Accident Prevention Program

Within fifteen (15) days after award of this task order, and at least ten (10) days prior to the accident prevention pre-work conference, four (4) copies of the Accident Prevention Plan required by the CONTRACT CLAUSE 52.236-13 entitled ACCIDENT PREVENTION (NOV 1991)- ALTERNATE I shall be submitted for review by the Contracting Officer. The Contractor shall not commence physical work at the site until the Accident Prevention Plan (APP) has been reviewed and accepted by the Contracting Officer. The APP shall meet the requirements listed in Appendix "A" of EM385-1-1. The program shall include the following: TAC Form 61 " Accident Prevention Program Hazard Analysis (Activity Hazard Analysis)" fully completed and signed by an executive officer of the company in block No. 13. The Activity Hazard Analysis is a method in which those hazards likely to cause a serious injury or fatality are analyzed for each phase of operations. Corrective action is planned in advance, which will eliminate the hazards. An analysis is required for each new phase of work. On large or complex jobs the first phase may be presented in detail with the submittal of the Accident Prevention Plan rather than presenting the complete analysis. If the plan is to be presented in phases, a proposed outline for future phases must be submitted as a part of the initial Accident Prevention Plan submittal. Accident Prevention

Plans will be reviewed for timeliness and adequacy at least monthly with a signature sheet signed and dated documenting that these reviews took place. Copy of company policy statement of Accident Prevention and any other guidance as required by EM 385-1-1, Appendix A.

1.16.2 Ground Fault Circuit Interrupter (GFCI) Requirement – Overseas Construction

The Corps of Engineers Health and Safety Manual, EM 385-1-1, section 11.C.05.a. states: "The GFCI device shall be calibrated to trip within the threshold values of 5 ma +/- 1 ma as specified in Underwriters Laboratory (UL) Standard 943." A variance from USACE has been granted allowing 10 ma, in lieu of 5 ma, for overseas activities that use 220 Volts (V)/50 hertz (Hz) electrical power.

1.16.3 Temporary Power - Electrical Distribution Boxes

EM 385-1-1 section 11.A.01.a. states, "All electrical wiring and equipment shall be a type listed by a nationally recognized testing laboratory for the specific application for which it is to be used." This includes temporary electrical distribution boxes. Locally manufactured electrical boxes will not be allowed. Only manufactured electrical distribution boxes that meet the European CE requirements, with 10 ma CE type GFCIs installed shall be allowed.

Contractors shall:

- a. Make no modifications that might void any CE or manufacturer certification.
- b. Test the installed systems to demonstrate that they operate properly and provide the 10 ma earth leakage protection.
- c. Ensure GFCIs will have an integral push-to-test function. The testing shall be performed on a regular basis.
- d. Check that proper grounding is checked regularly and flexible cords, connectors, and sockets inspected before each use.

1.17 HAZARDOUS MATERIALS

Should the Contractor encounter asbestos or other hazardous materials, during the construction period of this contract, he shall immediately stop all work activities in the area where the hazardous material is discovered. The Contractor shall then notify the Contracting Officer; identify the area of danger; and not proceed with work in that area until given approval from the Contracting Officer to continue work activities. Hazardous material is considered to be asbestos, explosive devices, toxic waste, or material hazardous to health and safety. The Contractor shall secure the area from daily traffic until it is safe to resume normal activities.

1.18 SPARE PARTS

1.18.1 General

The requirements of this clause are in addition to any requirements for the provision of specific spare parts to be provided by the Contractor included in Technical Provisions. The Contractor shall furnish spare parts as directed by the Contracting Officer under the provisions of this clause for all equipment for which O&M data is to be provided under Clause OPERATION AND MAINTENANCE (O&M) DATA

of this contract. The term "spare parts" as used herein shall include spare parts, special tools and test equipment.

1.18.2 Selection of Spare Parts to be Furnished

The Contractor shall provide master parts lists, recommended spare parts lists and lists of special tools and test equipment as a part of the equipment O&M data required by Clause OPERATION AND MAINTENANCE (O&M) DATA. The master parts list shall include the supplier's price for each part. After review of the lists, the Contracting Officer will select spare parts and furnish written direction to the Contractor indicating quantities and types of spare parts to be furnished by the Contractor. Written directions for spare parts orders may be provided on an incremental basis as reviews of O&M data submitted by the Contractor are completed but will not necessarily be issued in the sequence in which the Contractor submitted the equipment O&M data.

1.18.3 Procurement and Delivery of Spare Parts

The Contractor shall procure and be responsible for delivery, receipt, handling, placing in storage, inventory, and turnover to the Contracting Officer all spare parts selected by the Contracting Officer. In addition to the recommended spare parts list required in paragraph SELECTION OF SPARE PARTS TO BE FURNISHED above, the Contractor is responsible to have one (1) year supply of manufacturer's recommended spare parts on site ready to turn over to the Contracting Officer at the time of acceptance of the facility.

1.18.3.1 Shipment and Delivery

The Contractor shall be responsible for the shipment and delivery of spare parts to the location on or near the site in Afghanistan as selected by the Contracting Officer. The Contractor shall provide all manpower and equipment required to receive and place into designated storage areas all spare parts purchased under this clause. The Contractor shall give the Contracting Officer thirty (30) calendar days notice of arrival at the site of the first shipment.

1.18.3.2 Turnover of Spare Parts

The Contractor shall notify the Contracting Officer seventy-two (72) hours prior to delivery of spare parts to the designated storage area. The Contractor and the Contracting Officer will perform a joint inventory of the spare parts and the spare parts will be turned over to the Contracting Officer. Spare parts purchased under this clause shall not be used by the Contractor.

1.18.3.3 Parts and Package Identification

Prior to shipment from point of purchase, each spare part shall be tagged or otherwise marked or labeled. Such labeling may be placed or affixed to the container, box or packaging in which spare parts are located when it is not feasible to place or affix such labeling directly on each spare part. Tags or labels shall include, but not necessarily be limited to; part number, description, parent equipment name and number location, project and/or other data as directed by the Contracting Officer.

1.18.3.4 Preservation and Packaging Instruction

a. Items ordered under this contract shall be preserved and packed for a minimum of three (3) years shelf life storage. All items shall be individually packaged except when the manufacturer specifies that the

items are to be used in sets. Appropriate identification labels must be affixed to the items protective box or package. After the spare parts are packaged, the manufacturer shall weigh the spare parts and packaging and place the weight and size of the packaged container on the label with other information as outlined herein. Each item, not normally identified with manufacturer's name and part number, shall have an appropriate label affixed to it with manufacturer's name and part number.

b. Machined spare parts shall be lubricated or coated in order to withstand extensive periods of storage in a highly corrosive atmosphere.

c. Large items (greater than 50 lbs., or larger than one cubic foot) shall be packaged in waterproof wooden boxes and properly braced. Cushioning shall be used to prevent damage to the item and to the packaging material.

d. Solid state components, such as diodes, transistors, integrated circuits or equipment consisting of such parts that can be damaged as a result of static electricity and other stray electro-magnetic fields shall be packaged in heat-sealed, aluminum foil, laminated, flexible packages.

e. All other spare parts shall be packaged in heat sealed plastic bags or wrap. Delicate and more fragile items such as test equipment shall be cushioned or wrapped with transparent bubble wrap material prior to being inserted into the plastic package.

1.18.4 Warranty

All spare parts provided by the Contractor under this clause are subject to the general warranty clauses of this contract.

1.18.5 Payments for Spare Parts

Payments for spare parts ordered under the paragraph entitled "Selection of Spare Parts To Be Furnished" will be made under the work item of the Work Breakdown Sheet entitled "Spare Parts". Payments for spare parts specifically required elsewhere in this contract shall be considered as part of those equipment costs and shall be included in other payment items as appropriate. Payments for spare parts ordered under this clause shall be based on the invoice price (FOB supplier) plus certified invoice price of surface shipment to the site in Afghanistan. The invoice price (FOB supplier) shall include the separately listed cost for preservation and packaging by the manufacturer as specified herein. The Contractor shall provide invoices and any additional backup, which may be required to demonstrate that the invoices presented represent the cost of spare parts, preservation and packaging, and cost of surface shipment to the site. Payment for handling, delivery, inventory, turnover, customs, overhead or profit shall not be paid or allowed under this Contract Provision, and shall be included in the cost for installation of this equipment under the other appropriate payment items of this contract. Price increases over prices furnished under paragraph SELECTION OF SPARE PARTS TO BE FURNISHED shall be fully substantiated. Payment for spare parts will be made after the spare parts have been accepted at the site by the Contracting Officer. If the total payments under the work item entitled "Spare Parts" does not reduce the balance of this work item to zero, the remaining balance will be deducted from the final contract amount. If orders exceed the work item entitled "Spare Parts", a modification for equitable adjustment will be issued in accordance with Contract Clause 52.243-4 entitled CHANGES. Payments for spare parts ordered under this clause shall constitute full payment for all cost of the spare parts and associated cost of preservation and packaging, and cost of surface shipment to the site. Other ancillary costs shall be included by the Contractor under the other appropriate work items of this contract and no additional cost except as provided herein will be allowed.

1.19 OPERATION AND MAINTENANCE (O&M) DATA

1.19.1 General

The requirements contained herein are in addition to all shop drawings submission requirements stated in other sections of the specifications. The Contractor shall include the provisions for all items required under this clause in all purchase orders and sub-contract agreements. Submittals required hereinafter will not relieve the Contractor of any responsibilities under the Warranty of Construction Provisions of this contract or under the various Guarantee Clauses of the Technical Provisions.

1.19.2 Submittals

The Contractor shall submit all items requiring submission of O&M data under this and other sections of these specifications in accordance with Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD of the specifications.

1.19.3 Operation and Maintenance (O&M) Data

The Contractor shall furnish operation and maintenance manuals for all facilities constructed under this contract. The manuals shall be loose leaf, indexed and shall consist of manufacturer's brochures, manufacturer's operation and maintenance manuals, service and repair manuals, catalogs, service bulletins, instruction charts, diagrams, other information as necessary to support the operation and maintenance of the end items of equipment, assemblies and systems. Each type of facility (housing, barracks, mosque, etc.) shall be covered by a separate manual (or manuals) consisting of all data pertaining to the equipment and/or systems within that facility. Identical equipment within a single major system shall require only one submittal of data. The Contractor shall furnish all O&M manuals to the Contracting Officer not less than thirty (30) calendar days prior to contract completion. Required number of submittals (number of sets) shall be as specified in Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD.

1.19.4 Recommended Spare Parts List

The Contractor shall furnish a recommended spare parts list containing equipment manufacturers' recommendations for five (5) years; two (2) years and one (1) year spare parts stock levels in Afghanistan. Current unit price and effective date, lead time, shelf life for each individual part, and total cost of all recommended parts shall be furnished.

1.19.5 Supplemental Submittals of Data

After initial submittal of O&M manuals and until final acceptance of all equipment, the Contractor shall prepare and deliver to the Contracting Officer supplemental technical data as previously described for all changes, modifications, revisions and substitutions to equipment and components. For equipment or systems introduced into the contract under change order, or modified by change order, supplemental data shall be furnished within forty-five (45) calendar days after issuance of the change order. The supplemental data furnished shall be properly prepared and identified for insertion into the O&M manuals.

1.19.6 Framed Instructions for Systems

Approved wiring and control diagrams showing the complete layout of the entire system, including equipment, piping, valves and control sequence, framed under glass or in approved laminated plastic, shall be posted, where applicable, in all mechanical equipment rooms. In addition, detailed operating instructions explaining safe starting and stopping procedures for all systems shall be prepared in typed form along with the inspections required to insure normal safe operations. The instructions shall be framed as specified above for the wiring and control diagrams and posted beside the diagram. Proposed diagrams, instructions, and other sheets shall be submitted for approval prior to posting. Operating instructions shall be posted before acceptance testing of the systems and verified during acceptance testing.

1.19.7 Additional Submittals/Resubmittals

The Contracting Officer reserves the right to determine whether the above specified information, as furnished by the Contractor, is adequate and complete and to require such additional submittals by the Contractor as necessary to insure that adequate information has been furnished to provide the satisfactory operation and maintenance of the various items of equipment and to fulfill the intent of the specifications. Additional submittals or resubmittals supplementing incorrect or incomplete data shall be made within thirty (30) calendar days after receiving notice by the Contracting Officer. All costs arising from these resubmissions shall be borne by the Contractor.

1.20 INSTRUCTIONS AND TRAINING FOR OPERATION AND MAINTENANCE

1.20.1 General

The Contractor shall be responsible for the instruction and training of operating and maintenance personnel as specified below and in the Technical Provisions of the specifications. Unless otherwise indicated in the Technical Provisions, operating and maintenance instructions shall be given for a minimum period as follows:

Title	Duration of Training
Mechanical Systems	10 Days
Electrical Systems	10 Days

1.20.2 Operation and Maintenance Training

The Contractor shall provide competent instructors for training of personnel designated by the Contracting Officer to operate mechanical and electrical building systems and equipment, perform the required preventive maintenance to minimize breakdown, and to perform necessary repairs when malfunction or breakdown of equipment occurs. Such training shall consist of classroom and on-the-equipment training for the period specified, which shall be completed prior to acceptance of a system or equipment, as applicable. The instructor(s) shall have no other duties during the period of training. Classroom instruction shall not exceed fifty percent (50%) of the total training time, with the balance devoted to on-the-equipment demonstration and familiarization. Emphasis will be given to both electrical and mechanical features, in accordance with approved training plans.

1.20.3 Arrangements

The training shall be for not less than the periods of time specified, five (5) days per week, and eight (8) hours per day, subject to review and approval by the Contracting Officer. Each individual training session

shall be presented one time only, shall be video taped in a television system compatible with the local area, and be scheduled in a manner acceptable to the Contracting Officer. At the completion of training, the videotapes shall become the property of the Government. In addition to the Contractor's requirements to video tape each training section, the Government reserves the right to record, in any manner, the subject training material, or training sessions given by the Contractor, without additional cost to the Government.

Recordings obtained will be used in future training by the Government. The operating and maintenance manual data, as specified to be furnished in these Special Clauses, shall be used as the base material for training.

1.20.4 Scheduling

The Contractor shall contact the Contracting Officer for the purpose of preliminary planning, scheduling, and coordination of training, to maximize effectiveness of the training program for available operating and maintenance personnel. The Contractor shall initiate and make arrangements for such contact within thirty (30) calendar days after receipt of notification of award of contract; and shall include all significant times in scheduling and completing training in his PROJECT SCHEDULE. The Contractor shall provide a draft outline of training outline in sufficient detail to provide a broad indication of the type of scope of training to be given. It shall include but not be limited to; (a) a list of subjects to be presented; (b) estimated amounts of classroom and on-the-equipment instruction for each subject; (c) a list of minimum qualifications for instructors; and (d) discussions concerning the types and amounts of visual aids, reference materials, tools and test equipment, mock-up and other training materials that will be employed during training.

1.20.5 Preliminary Plan

The Contractor shall submit seven (7) copies of an outline of his proposed training plan to the Contracting Officer for review and approval not later than 60 calendar days after award of this task order. The plan will be reviewed and coordinated with the content of the O&M manuals.

1.20.6 Plan

The Contractor shall submit seven (7) copies of his proposed training plan to the Contracting Officer for approval not later than ninety (90) calendar days prior to start of any training. The plan shall include the following; (a) a weekly outline showing overall form and design of training presentation; (b) a day-by-day schedule showing time intervals, the major and subordinate subjects to be covered in each, the name of the instructor(s) and qualification summary of each, and identification of related handouts; (c) summary of the number of hours of classroom and on-the-equipment training; (d) a list of reference materials to be provided by the Contractor to the trainees; and (e) a list and description of the training materials to be used, such as text, visual aids, mock-up, tools, etc. The Contractor shall be responsible for furnishing all training materials except the following: The Government will provide space, chairs, and tables for classroom training, and three (3) sets of the five (5) sets of O&M Manuals required by the Contractor per Section 01335 SUBMITTAL PROCEDURES FOR DESIGN/BUILD of the specifications. Provision of these manuals is solely for reference purposes, and in no way relieves the Contractor from providing all instruction and materials necessary for training personnel designated by the Government. All costs for resubmission of training plans, training materials, etc., as requested by the Contracting Officer shall be borne by the Contractor. Resubmittals shall be made within twenty (20) days of notice from the Contracting Officer.

1.20.7 Attendance Roster/TAC Form 356

The Contractor shall develop an attendance roster or a similar document indicating each student's attendance, prior to the start of each class, subject and/or topic. This includes both "Hands-On" and classroom training. It is strongly recommended that each student trained be required to sign this document at the beginning of each class day for each and every class, subject and/or topic taught on that day. The Contractor's failure to have student attendance verified in writing may be cause for the Government to order the Contractor to repeat schooling where evidence of attendance cannot be verified. No part of the time lost due to such repeat instruction shall be made the subject of claim for extension of time or for excess costs or damage by the Contractor. Within ten (10) working days after completion of Operation and Maintenance Training conducted in accordance with this clause and/or applicable Technical Provision section, the Contractor shall complete and submit TAC Form 356 "Operation and Maintenance Training Validation Certificate". The attendance roster shall be included as an attachment to TAC Form 356.

1.21 CONTRACTOR FURNISHED EQUIPMENT LISTS

The Contractor shall furnish a list of all items, other than integral construction type items, furnished under the contract. Items such as furniture, drapes, rugs, vehicles, office machines, appliances, etc., shall fall under this category. The Contractor's list shall describe the item; give the unit price and total quantities of each. Model and serial numbers for equipment shall be provided when applicable. The Contractor shall keep an up-to-date register of all covered items and make this information available to the Contracting Officer at all times. Prior to acceptance, the Contractor shall submit the complete register to the Contracting Officer.

1.22 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

1.22.1 General

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause 52.249-10 entitled DEFAULT (FIXED-PRICE CONSTRUCTION) APR 1984. The listing below defines the anticipated monthly unusually severe weather for the contract period and is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographic location of the project. The schedule of anticipated unusually severe weather will constitute the baseline for determining monthly weather time evaluations. Upon award of this task order and continuing throughout the contract each month, actual unusually severe weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated unusually severe weather in the schedule below. The term "actual unusually severe weather days" shall include days actually impacted by unusually severe weather. The Contractor's schedule must reflect the anticipated unusually severe weather days on all weather dependent activities.

MONTHLY ANTICIPATED UNUSUALLY SEVERE WEATHER CALENDAR DAYS

January	Gardez 4
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February	2
March	2
April	0
May	0
June	0
July	0
August	0
September	0
October	0
November	0
December	0

1.22.2 Time Extensions

The number of actual unusually severe weather days shall be calculated chronologically from the first to the last day in each month. Unusually severe weather days must prevent work for fifty percent (50%) or more of the Contractor's workday and delay work critical to the timely completion of the project. If the number of actual unusually severe weather days exceeds the number of days anticipated in the paragraph above, the Contracting Officer will determine whether the Contractor is entitled to a time extension. The Contracting Officer will convert any qualifying delays to calendar days and issue a modification in accordance with the Contract Clause 52.249-10 entitled DEFAULT (FIXED-PRICE CONSTRUCTION) APR 1984.

1.23 STANDARDIZATION

Where two or more items of the same type or class of product, system or equipment furnished in this project are required, the units shall be products of the same manufacturer and shall be interchangeable when of the same size, capacity, performance characteristics, and rating. The only exception to this requirement is where the items are interchangeable due to conformance with industry standards (valves, fittings, etc.); they need not be by the same manufacturer. This requirement applies to all manufactured items in the project that normally require repair or replacement during the life of the equipment.

1.24 COMPLIANCE WITH HOST COUNTRY RULES AND CUSTOMS

The laws of Host Country may prohibit access to certain areas of the country that are under military control. The Contractor shall furnish the Contracting Officer the names of personnel, type, and amounts of equipment, dates and length of time required at the site, and the purpose of entering the host country. It is understood that areas to which rights of entry are provided by the Host Government are to be used only for work carried out under the contract and no destruction or damages shall be caused, except through normal usage, without concurrence of the Host Government.

1.24.1 Contractor's Responsibilities

The following items are the sole responsibility of the Contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by Contractors. The Contractor shall be responsible for determining the effect of the following on his own cost of performance of the contract and for including sufficient amount in the contract price:

- a. Official language and type of accounts required to satisfy the officials of the Local Government.

- b. Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.
- c. Passports, health and immunization certificates, and quarantine clearance.
- d. Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.
- e. Strikes, demonstrations and work stoppage.
- f. Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.
- g. Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.
- h. Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.
- i. Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.
- j. Compliance with workmen's compensation laws and contributions into funds. Provisions of necessary medical service for Contractor employees.
- k. Special license required by the local Government for setting up and operating any manufacturing plant in the Host Country, e.g. concrete batching, precast concrete, concrete blocks, etc.
- l. Sales within the host country of Contractor-owned materials, and equipment.
- m. Special licenses for physicians, mechanics, tradesmen, drivers, etc.
- n. Identification and/or registration with local police of imported personnel.
- o. Stamp tax on documents, payments and payrolls.
- p. Base passes for permanent staff, day laborers, motor vehicles, etc.
- q. Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.

1.25.1 Employee Identification

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work, to display identification as approved and directed by the Contracting Officer.

Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.25.1.1 Preparation of Identification Badges

The Contractor shall be required to prepare a written application inclusive color photographs and provide all materials and labor necessary to prepare an identification badge, laminated in plastic, containing the employee's name, badge number, color photo, height and weight, the name of the Contractor's organization and for requiring each employee engaged on the work to display this identification as directed by the Contracting Officer. The Contractor shall submit each application and draft badge through the Contracting Officer to the Base Security Office. A minimum of thirty-five workdays shall be allowed for Government review and certification of badges. The Base Security Office will certify each draft badge by signature, stamp, seal or any combination thereof. Upon certification by the Base Security Office, the badges will be returned to the Contractor for final preparation, lamination, and issuance. Badges shall not be taken out of country during periods of travel or absence. During such periods, the Contractor may be permitted to issue temporary identification badges.

1.25.1.2 Employee Background and Historical Information

The Contractor shall be required to prepare and maintain personal background and historical information forms on each employee. These forms may be reviewed by the Base Security Office. The required information shall include but not necessarily be limited to the following:

- a. Full name.
- b. Place and date of birth.
- c. Three (3) current color photographs.
- d. Copy of Citizenship/Nationality identification.
- e. Copy of Passport.
- f. Copy of drivers license.
- g. Police Background Check.
- h. Work History.
- i. Personal background information.
- j. Copy of Work Permit and/or Visa.
- k. Permanent home of record and in-country address.
- l. Other information mandated by local law, the Base Security Regulations or that may be required to coordinate and process the necessary documentation with the government offices responsible for the approval.
- n. Registration, insurance company, policy number and expiration date for each vehicle.

1.25.2 Identification of Contractor Vehicles

The Contractor shall be responsible for requiring each vehicle engaged in the work to display permanent vehicular identification as approved and directed by the Contracting Officer. If acceptable to the Base Security Office and approved by the Contracting Officer, the Contractor may institute a system of non-permanent temporary identification for one-time delivery and transit vehicles. Each Contractor vehicle, machine, piece of equipment, or towed trailers, shall show the Contractor's name such that it is clearly visible on both front doors of the vehicle and both sides of a towed trailer. A valid license plate shall be displayed at all times. Contractor vehicles operated on Government property shall be maintained in a

good state of repair, shall be insured and shall be registered in accordance with **Afghan** Law.

1.25.3 Security Plan

The Contractor shall submit to the Contracting Officer, within ten (10) calendar days after award of this task order, his proposed personnel and vehicular access plan. This plan shall cover all elements for issuance of the access passes, safeguarding of unissued passes, construction security operations, lost passes, temporary vehicle passes, and collection of passes for employee's and vehicles on 1)- temporary absence; 2)- termination or release; and 3)- termination or completion of contract. The plan shall address in detail the contractors proposed procedures, and organization necessary to produce and maintain effective security within the contract limits twenty-four (24) hours a day seven (7) days a week.

1.26 RADIO TRANSMITTER RESTRICTIONS

To preclude accidental actuation of sensitive electronic equipment, the Contractor shall not use radio-transmitting equipment without prior approval of the Contracting Officer.

The Contractor shall not engage in any form of photography without prior written approval from the Contracting Officer.

1.28 PUBLIC RELEASE OF INFORMATION

1.28.1 Prohibition

There shall be no public release of information or photographs concerning any aspect of the materials or services relating to this bid, contract, purchase order, or other documents resulting there from without the prior written approval of the Contracting Officer.

1.28.2 Subcontract and Purchase Orders

The Contractor agrees to insert the substance of this clause in all purchase orders and subcontract agreements issued under this contract.

-- End of Section --

SECTION 01312

QUALITY CONTROL SYSTEM (QCS)

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. The Contractor module, user manuals, updates, and training information can be downloaded from the RMS web site. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01321, PROJECT SCHEDULE, Section 01335, SUBMITTAL PROCEDURES, and Section 01451A, Contractor QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following is the minimum system configuration that the Contractor shall have to run QCS:

QCS and QAS System

Hardware

IBM-compatible PC with 1000 MHz Pentium or higher processor

256+ MB RAM for workstation / 512+ MB RAM for server

1 GB hard drive disk space for sole use by the QCS system

3 1/2 inch high-density floppy drive

Compact Disk (CD) Reader 8x speed or higher

SVGA or higher resolution monitor (1024x768, 256 colors)

Mouse or other pointing device

Windows compatible printer. (Laser printer must have 4 MB+ of RAM)

Connection to the Internet, minimum 56k BPS

Software

MS Windows 2000 or higher

QAS-Word Processing software: MS Word 2000 or newer

Latest version of: Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher

Electronic mail (E-mail) MAPI compatible

Virus protection software that is regularly upgraded with all issued manufacturer's updates

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control (CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATASUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Sub-Contractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all sub-Contractors. A sub-Contractor must be listed separately for each trade to be performed. Each sub-Contractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver sub-Contractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001 (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451, Contractor QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451A, Contractor QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be

numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 300.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Government will provide the initial submittal register in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01321, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database. The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name, and telephone number of person responsible for the data.

1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the

requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

-- End of Section -

SECTION 01321 PROJECT SCHEDULE

PART 1 GENERAL

1.1 SUBMITTALS

The following shall be submitted for Government approval in accordance with Section 01335 SUBMITTAL PROCEDURES: SD-07 Schedules Project Schedule. Horizontal Bar Chart and Periodic Payment Request Updates. Projected Earnings Curve and Periodic Payment Request Updates. Revisions to the Project Schedule and Projected Earnings Curve for Modifications Issued to this Contract shall be coordinated with the Contracting Officer.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall furnish a Project Schedule as described below. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project should also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel shall result in an inability of the Contracting Officer to evaluate Contractor progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, then the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

3.3 PROJECT SCHEDULE

3.3.1 Schedule of Construction

Within seven (7) calendar days after award of the task order, the Contractor shall prepare and submit a Construction Schedule to the Contracting Officer for approval. This schedule shall address each payment line item and/or sub-line item listed in the Proposal Schedule separately.

3.3.2 Non-Compliance

Failure of the Contractor to comply with the requirements of the Contracting Officer shall be grounds for determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient

diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

3.3.3 Horizontal Bar Chart

The required schedule shall utilize an automated scheduling program and shall be in the form of a horizontal bar chart. The line or sub-line item schedule of activities shall be listed down the left side of the page. A time scale shall run across the bottom of the page. Each work item shall be represented by a bar starting with the schedule start date and running continuously to the completion date.

3.3.4 Cost

Listed with each work item shall be a corresponding cost representing the total cost, such as material, labor, equipment, and overhead associated with that item. The total cost of the work items shall be equal to the Bid Price for that sub-line item of the Proposal Schedule.

3.3.5 Scheduled Project Completion

The schedule interval shall extend from Notice-To-Proceed to the contract completion date.

3.3.6 Projected Earning Curve

Submitted with the Construction Schedule shall be a Projected Earning Curve. The Projected Earning Curve is a plot of the Contractor's earnings on the vertical axis and the contract duration on the horizontal axis. The earnings figure shall relate to the complete value of the contract and need not reflect each facility separately.

3.3.7 Construction Schedule

The Construction Schedule shall be on one page with a maximum dimension of 90 cm by 120 cm. The Contractor shall submit the Projected Earnings Curve on the same page. The initial submittal shall include one (1) reproducible and four (4) copies, one (1) copy of which will be returned to the Contractor when approved.

3.3.8 Submission With Partial Payment Estimate

Each time the Contractor submits a payment request under this contract he shall also submit three (3) copies of the Bar Chart. The Bar Chart shall be annotated by indicating the percent complete for each activity directly on the bar. The Projected Earnings Curve shall be annotated by plotting actual earnings versus time on the same graph. Those work items reflecting performance which is behind schedule by fifteen (15) calendar days or more shall be fully explained in detail giving the reason for delay and the Contractor's plan for timely completion within the schedule.

3.3.9 Modifications

The Construction Schedule and Projected Earning Curve shall be revised to reflect any and all modifications issued to this contract as they are issued. Format and numbers of copies as defined in paragraph CONSTRUCTION SCHEDULE shall be submitted for approval by the Contracting Officer.

3.4 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly on-site meeting or shall be conducted at other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor shall describe, on an activity-by-activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

3.4.1 Update Submission Following Progress Meeting

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than four (4) working days after the monthly progress meeting.

3.4.2 Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost to Date, shall be subject to the approval of the Contracting Officer.

3.4.3 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the Notice-to-Proceed until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and the Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. This report shall: sum all activities and provide a percent complete by individual activity and total project percent complete. The report shall contain, for each activity: activity identification, activity description, original budgeted amount, total quantity, quantity to date, percent complete (based on cost), and earnings to date.

3.4.4 Cost Completion

The earnings for each activity started shall be reviewed. Payment shall be based on earnings for each in-progress or completed activity. Payment for individual activities shall not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.4.5 Network Analysis System

The Contractor may, as an option, submit to the Contracting Officer for approval, a time related network analysis in lieu of the previously specified bar chart.

-- End of Section --

SECTION 01335

SUBMITTAL PROCEDURES FOR DESIGN-BUILD PROJECT

PART 1 GENERAL

1.1 REFERENCE

The publication listed below forms a part of this specification to the extent referenced. The publication is referenced in the text by basic designation only.

CONSTRUCTION SPECIFICATIONS INSTITUTE

Manual of Practice Construction Specifications Institute
601 Madison Street
Alexandria, Virginia
22314-1791
http://www.csinet.org/s_csi/index.asp

TRANSATLANTIC PROGRAMS CENTER

Design Instructions Manual U.S. Army Corps of Engineers
Transatlantic Programs Center
201 Prince Frederick Drive
Winchester, Virginia 22602

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 DESIGN SUBMITTALS

Contractor Furnished design submittals are the various design documents which primarily consist of specifications, drawings and design analysis and calculations. The Design-Build Contractor shall not begin construction work until the Government has reviewed the Design-Build Contractor's final design and has cleared it for construction. Clearance for construction shall not be construed as meaning Government approval. Unless otherwise indicated, the risk for the design is the sole responsibility of the Design-Build Contractor.

1.2.2 CONSTRUCTION SUBMITTALS

1.2.2.1 Contractor Furnished Government Approved Construction Submittals

Government approved construction submittals are primarily related to plans (Contractor Quality Control, Accident Prevention, Resident Management System, Area Use etc) schedules (Project Schedule/Network Analysis), and certificates of compliance. They may also include proposed variations to approved design documents in accordance with the paragraph entitled "VARIATIONS".

1.2.2.2 For Information Only Construction Submittals (FIO)

All submittals not requiring Designer of Record or Government approval will be for information only.

1.3 SUBMITTAL CERTIFICATION

The CQC organization shall be responsible for certifying that all submittals and deliverables have been reviewed in detail for completeness are correct, and are in strict conformance with the contract and or approved design drawings, specifications, and reference documents.

1.3.1 Effective Quality Control System

The Design-Build Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with Contract Clause 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION - ALTERNATE I and specification section 01452 CONTRACTOR QUALITY CONTROL.

1.3.1.1 Organizational Responsibility

The quality control system shall cover all design, construction, subcontractor, manufacturer, vendor, and supplier operations at any tier, both onsite and offsite.

1.3.1.2 CQC System Manager Review and Approval

Prior to submittal, all items shall be checked and approved by the Design-Build Contractor's Quality Control (CQC) System Manager. If found to be in strict conformance with the contract and approved design requirements, each item shall be stamped, signed, and dated by the CQC System Manager. Copies of the CQC organizations review comments indicating action taken shall be included within each submittal.

1.3.1.3 Determination of Compliance

Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract and approved design requirements by the Contracting Officer.

1.3.2 Responsibility for Errors or Omissions

It is the sole responsibility of the Design-Build Contractor to ensure that submittals do or do not comply with the contract and approved design documents. Government review, clearance for construction, or approval by the Contracting Officer shall not relieve the Design-Build Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract and approved design documents.

1.3.2.1 Government Review

Government review, clearance for construction, or approval shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory.

1.3.3 Substitutions

After design submittals have been reviewed and cleared for construction by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless justified as indicated in the paragraph entitled VARIATIONS.

1.3.4 Additional Submittals

In conjunction with Contract Clause 52.236-5 MATERIAL AND WORKMANSHIP, the Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work.

1.3.5 Untimely and Unacceptable Submittals

If the Design-Build Contractor fails to submit submittals in a timely fashion, or repetitively submits submittals that are not in strict conformance with the contract and approved design documents, no part of the time lost due to actions shall be made the subject of claim for extension of time or for excess costs or damages by the Design-Build Contractor.

1.3.6 STAMPS

Stamps shall be used by the Design-Build Contractor on all design and post design construction submittals to certify that the submittal meets contract requirements and shall be similar to the following:

Design-Build Contractor
(Firm Name)
Contract Number
Contract Name

I certify that this submittal accurate, is in strict conformance with all contract requirements, has been thoroughly coordinated and cross checked against all other applicable disciplines to prevent the omission of vital information, that all conflicts have been resolved, and that repetition has been avoided. It is complete and in sufficient detail to allow ready determination of compliance with contract requirements by the Contracting Officer.

Name of CQC System Manager: _____

Signature of CQC System Manager: _____

Date: _____

1.4 ENGLISH LANGUAGE

All specifications, drawings, design analysis, design calculations, shop drawings, catalog data, materials lists, and equipment schedules submitted shall be in the English language.

1.5 UNITS OF MEASUREMENT

Design documents shall be prepared in accordance with the guidance offered in

Section 01415 METRIC MEASUREMENTS.

1.5.1 Drawings

All site layout data shall be dimensioned in meters or coordinates, as appropriate. All details and pipe sizes shall be dimensioned in millimeters.

EXAMPLE: Masonry openings shall be a metric module to suit a door procured internationally. The dimensions of the opening shall be given in metric.

1.5.2 Design Calculations

Calculations shall be in English or metric units as deemed appropriate by the designer to meet the requirements of the design. Quantities on the contract and or approved design drawings stated in metric units, shall also be stated in metric units in the design analysis to match the drawings.

1.5.3 Specifications

All equipment and products shall be specified by U.S. standards and described by metric units.

1.6 WITHHOLDING OF PAYMENT FOR SUBMITTALS

1.6.1 Design Submittals

Payment for Design work will not be made in whole or in part until the Government has reviewed and cleared the design for construction.

1.6.2 Construction Submittals

Payment for materials incorporated in the work will not be made if required approvals have not been obtained. The Design-Build Contractor is allowed partial or total invoice payment for materials shipped from the Continental United States (CONUS), and/or stored at the site, the Design-Build Contractor shall with his request for such payment, submit copies of approvals (ENG Form 4025) certifying that the materials that are being shipped and/or stored have been approved and are in full compliance with the contract technical specifications.

PART 2 PRODUCTS

2.1 General

The following are contract deliverables which expound upon and finalize the design parameters/requirements outlined within the contract documents. They shall be prepared in such a fashion that the Prime Contractor is responsible to the Government and not as an internal document between the Prime Contractor and its Subcontractors, Vendors, Suppliers, etc.

2.2 Design Analysis

A design analysis, written in the English Language with Metric units of measure, shall be submitted for review by the Government. The design analysis is a written explanation of the project design which is expanded and revised (updated) as the design progresses. Complete and thorough Code Analysis shall be included in the Design Analysis for each and every facility. The design analysis shall contain all

explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the final drawings and specifications. The design analysis contains the criteria for and the history of the project design, including criteria furnished by the Government, letters, codes, references, conference minutes, and pertinent research. Design calculations, computerized and manual, are included in the design analysis. Narrative descriptions of design solutions are also included. Written material may be illustrated by diagrams and sketches to convey design concepts. Catalog cuts and manufacturer's data for all equipment items, shall be submitted. Copies of all previous design phase review comments and the actions assigned to them shall be included with each submission of the design analysis. Specific requirements for the design analysis, listed by submittal phase, are contained hereinafter.

2.3 Design Calculations

When design calculations are voluminous, they shall be bound separately from the narrative part of the design analysis. The design calculations shall be presented in a clean and legible form incorporating a title page and index for each volume. A table of contents, which shall be an index of the indices, shall be furnished when there is more than one volume. The source of loading conditions, supplementary sketches, graphs, formulas, and references shall be identified.

Assumptions and conclusions shall be explained.

Calculation sheets shall carry the names or initials of the computer and the checker and the dates of calculations and checking. No portion of the calculations shall be computed and checked by the same person.

2.3.1 Automatic Data Processing Systems (ADPS)

When ADPS are used to perform design calculations, the design analysis shall include descriptions of the computer programs used and copies of the ADPS input data and output summaries. When the computer output is large, it may be divided into volumes at logical division points.

2.3.1.1 Computer Printouts

Each set of computer printouts shall be preceded by an index and by a description of the computation performed. If several sets of computations are submitted, they shall be accompanied by a general table of contents in addition to the individual indices.

2.3.1.2 Preparation of the Description

Preparation of the description which must accompany each set of ADPS printouts shall include the following:

- a. Explain the design method, including assumptions, theories and formulae.
- b. Include applicable diagrams, adequately identified.
- c. State exactly the computation performed by the computer.
- d. Provide all necessary explanations of the computer printout format, symbols, and abbreviations.

- e. Use adequate and consistent notation.
- f. Provide sufficient information to permit manual checks of the results.

2.4 Specifications

Specifications shall be prepared in accordance with the Construction Specifications Institute (CSI) format. The Design-Build Contractor prepared specifications shall include as a minimum, all applicable specifications sections referenced by the CSI. Where the CSI does not reference a specification section for specific work to be performed by this contract, the Design-Build Contractor shall be responsible for creating the required specification. All materials specified shall use CSI Standards and shall be listed in Section 1.1 References of each Specification Section. It shall be the contractor's responsibility to show equivalency requirements are met if the Standard is not per (CSI) format.

2.4.1 Preparation of Proprietary Non-Generic Design Documents

During the course of design, the designer shall specify specific proprietary materials, equipment, systems, and patented processes by trade name, make, or catalog number. The subsequent use of construction submittals to supplant and/or supplement incomplete design effort is unacceptable. Design submittals containing non-proprietary and/or generic design criteria where proprietary items are available, will be returned for resubmission.

2.4.2 Use of Unified Facilities Guide Specifications (UFGS)

The use of UFGS, it is the sole responsibility of the Design-Build Contractor to prepare these specifications in strict conformance with the paragraph entitled PREPARATION OF PROPRIETARY NON-GENERIC DESIGN DOCUMENTS. UFGS containing non-proprietary and/or generic design criteria where proprietary items are available will be returned for resubmission. If the UFGS contains a "SUBMITTALS" paragraph, the Design-Build Contractor shall delete it and incorporate all required information directly into the design documents. Under no circumstances will the Design-Build Contractor be permitted to use submittals and shop drawings to finalize an incomplete design.

2.4.3 Quality Control and Testing

Specifications shall include required quality control and further indicate all testing to be conducted by the Design-Build Contractor, its Subcontractors, vendors and/or suppliers.

2.4.4 Ambiguities and indefinite specifications

Ambiguities, indefinite specification requirements (e.g., highest quality, workmanlike manner, as necessary, where appropriate, as directed etc.) and language open to interpretation is unacceptable.

2.4.5 Industry Standards

The Specifications shall be based on industry accepted international standards such as: National Fire Protection Association (NFPA), International Building Code (IBC), American Concrete Institute (ACI), American Water Works Association (AWWA), Americans With Disabilities Act (ADA), etc. Standards

referenced shall be by specific issue; the revision letter, date or other specific identification shall be included.

2.4.6 Incorporation of Government review comments

Subsequent to submission to the Government, the specifications shall be finalized by the incorporation of Government review comments.

2.5 Drawings

Drawings, prepared in English with metric units of measure, are a part of each submittal. The working drawings shall be adequately labeled and cross-referenced for review. Complete, thoroughly checked and coordinated design drawings shall be submitted. The design drawings submitted for final review shall include the drawings previously submitted which have been revised and completed as necessary. The Design-Build Contractor shall have incorporated any design review comments generated by previous design review(s), have completed all of his constructability and coordination checks, and have the drawings in a Ready-to-Build condition. The design drawings shall be complete at this time and contain all the details necessary to ensure a clear understanding of the work throughout construction.

2.5.1 Drawing Size

All drawings shall be prepared for metric size "A1" sheets (594mm by 841mm) or if approved by the contracting Officer of an internationally recognized size approximately 24 inches (60 cm) by 36 inches (90 cm). Drawings shall be trimmed to size if necessary. All design drawings submitted shall be at true scale.

2.5.2 Computer Assisted Design and Drafting (CADD)

Computer Assisted Design and Drafting (CADD) is required for all work related to this contract. The CADD deliverables shall meet the requirements of the AEC CAD Standard Release 2.0. Autodesk AutoCAD 2000 version (CADD) is required for all work related to this contract. Emphasis is on drawings meeting sheet layout standards, level/layer naming standards and sheet naming conventions. CAD standards may be found at the following link:

<https://tsc.wes.army.mil/products/standards/aec/aecstdweb.asp>. Transatlantic Programs Center Design Instructions Manual, Chapter 22 entitled COMPUTER ASSISTED DESIGN AND DRAFTING. The Contractor shall furnish the digital as-built drawing files in .DWG file format utilizing AutoDesk AutoCAD revision 2000 or later. Drawings prepared in any convention other than CADD, must have approval of the Contracting Officer. The Contractor shall furnish all submissions including; the site and topographical surveys; 35%, 99%, and 100% design submissions; and as-built drawing files, digitally bound in CADD format.

All information shall be located at the correct longitude and latitude coordinates as determined in the field. WGS84 datum shall be used in all cases. Longitude and latitude coordinates shall be converted and placed into the User Coordinate System of World Coordinates in CADD, with the correct Universal Transverse Mercator (UTM) Zone clearly identified in paper space. Herat, Kandahar, and Lashkar Gah are located in UTM Zone 41. Darulalaman, Gardez, Khost, Mazar-e-Sharif, Pol-e-Charhki, and Qalat are located in UTM Zone 42.

No survey shall be rotated from its longitude and latitude datum or modified from 1:1 scale. Title Block, legend, and notes shall be provided in paper space only. Any rotation of survey from USC-World and

longitude / latitude datum will not be accepted.

2.5.3 Plotter Prepared Original Drawings

Plotter prepared original drawings shall be prepared on 20 pound bond paper, unless otherwise approved and shall be plotted on the matte side.

Raster plotters must provide a minimum resolution of 400 dpi while vector plotters shall provide a minimum resolution of 0.0010 inch with an accuracy of +0.1% of the move and a repeatability error of not more than 0.005 inch. Drawings produced from dot matrix plotters are not acceptable. Plots accompanied by the digital design file may be prepared on vellum: translucent bond is not acceptable. Line density shall be equivalent to that produced by black India ink: half-tones and gray scale plots are not acceptable unless otherwise approved. Manual changes to plotted originals are not acceptable.

2.5.4 Half-Size Reduction

Preparation of all work shall accommodate TRUE HALF SIZE reduction unless instructed otherwise by the Contracting Officer.

2.5.5 Symbols and Abbreviations

Symbols and abbreviations shall be industry standard and/or internationally recognized.

2.5.6 Not Used

2.5.7 Design Discipline Designation Format

Referencing AEC CAD Standards, The drawing package shall be divided into the following proposed divisions:

Discipline Designation Discipline

C Civil

S Structural

A Architectural

FP Fire Protection and Life Safety

P Plumbing, Process and Piping

M Mechanical Design

E Electrical

Each drawing for the particular facility shall be designated by the discipline designation and sheet number (e.g., E-6 is the sixth Electrical drawing, E-7 is the seventh Electrical drawing etc.). AEC CAD Standard, referenced herein, shall be adhered to, especially with regard to sheet naming, numbering and level/layer naming standards.

2.5.8 Grouping Drawings

A building or individual facility design shall, except for site development drawings, be grouped in the design drawing package so that a single building may be withdrawn by deleting or removing a consecutive block of sheets.

2.5.9 Title and Revision Block

Title and revision block shall match FIGURE 1 through 5 furnished in the paragraph entitled ATTACHMENTS.

2.5.10 Drawing Scales

Contractor shall use the scaling system from AEC Tri-Service Cadd Standard. The scales indicated on the following list shall, in general, be used for all drawings. The Contractor may, at its option, make exceptions to scales indicated, if approved in writing by the Contracting Officer.

Site, Grading and Utility Plans - 1:500

Key Plans as large as practical

Cross Sections - 1:10

Details - As required for clarity

2.5.11 Binding

All volumes of drawing prints shall be firmly bound and shall have covers of heavier bond than the drawing sheets. If posts are used to fasten sheets together, the drilled holes on the bond edges of the sheets shall be on 8-1/2-inch centers.

2.5.12 Typical Sheets

Typical sheets of standard details uniformly used on all buildings are authorized and encouraged. Sheets of standard details may be prepared so that they can be reused if the design package must be divided into separate construction packages. Each typical detail-drawing sheet may be limited to a particular design discipline. Standard detail sheets shall be organized by discipline, as are the other drawing sheets. Details peculiar to one facility shall not be shown in the standard details but with the group of drawings for the facility to which it pertains.

2.5.13 Index Sheet(s)

The first sheet of each volume in a project shall be a cover sheet. In general, the second sheet shall be the first index. Multiple index sheets may be required, depending on the project size. All index sheets shall be included with each volume of drawings and shall be an index of all the individual drawings in all volumes. The index shall list, sequentially, the site development drawings, each facility's drawings, and the standard details drawings (if any), and shall locate them by volume and file number. Each index sheet shall be signed and stamped by a principal of the Design-Build Contractor.

2.5.14 Drawing File Number

The File Number is unique to each drawing and is a combination of a project location code, project number, facility designator and the CADD file name. Unassigned numbers or skipped sheets shall be labeled as "Not Used" on the index sheets. Cover sheets are not numbered.

2.5.15 Specifications Placed on the Drawings

Details of standard products or items which are adequately covered by specifications shall not be included on the drawings.

2.5.16 Legends

For each submittal, legends of symbols and lists of abbreviations shall be placed on the drawings. They shall include all of the symbols and abbreviations used in the drawing set, but shall exclude any symbols and abbreviations not used. Since many symbols are limited to certain design disciplines, there is a definite advantage to the use of separate legends on the initial sheet of each design discipline or in the Standard Details package for each discipline. If legends have not been shown by discipline, a legend shall be placed on the first drawing.

2.5.17 Location Grid

To facilitate the location of project elements and the coordination of the various disciplines' drawings, all plans shall indicate a column line or planning grid, and all floor plans (except structural plans) shall show room numbers.

2.5.18 Composite and Key Plans

If the plan of a large building or structure must be placed on two or more sheets in order to maintain proper scale, the total plan shall be placed on one sheet at a smaller scale. Appropriate key plans and match lines shall appear on segmented drawings. Key plans shall be used not only to relate large scale plans to total floor plans but also to relate individual buildings to complexes of buildings. Key plans shall be drawn in a convenient location and shall indicate the relative location of the represented plan area by crosshatching.

2.5.19 Revisions

Drawing revisions shall be prepared only on the original CADD files. A revision area is required on all sheets.

PART 3 EXECUTION

3.1 GENERAL

3.1.1 Design Concept Coordination Meeting

In addition to regular meetings with the Government the Contractor shall conduct formal status briefings on a monthly basis to provide a management overview of design development. Shortly after contract award the Government may choose to conduct meetings with the Design-Build Contractor to refine proposal concept features. The purpose of the meeting is to assure attention to project requirements and to suggest ways of improving the design prior to tentative level submissions.

3.1.2 Government Design Changes

Government design changes which do not increase construction costs shall be made at no additional design charge to the Government. (This provision will not apply where the Government has unreasonably packaged several and significant design changes with issues that both decrease and increase construction costs, with the effect of artificially resulting in no-cost construction. Moreover, this prohibition from additional design charges shall not apply where significant additional design costs are incurred by the contractor, through no fault of the contractor's, and where these changes have occurred to issues that were already well settled as the result of final approval action by the Government.) The Contracting Officer may request design submittals in addition to those listed when deemed necessary to adequately describe the work covered in the contract documents. Submittals shall be made in the respective number of copies and to the respective addresses set forth in the paragraph entitled SUBMITTAL PROCEDURE. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

3.2 SUBMITTAL REGISTERS

3.2.1 Contractor-Furnished Design Documents Submittal Register (TAC Form 122-E)

3.2.1.1 General

The Contractor shall submit as part of his Project Schedule, information regarding the submittal and clearance for construction of Contractor furnished design documents. In addition, the Contractor shall provide a complete submittal register in the sample format (TAC Form 122-E - Contractor Furnished Design Documents Submittal Register) which is attached to this section. The Contractor shall, within fifteen (15) calendar days after approval of the Project Schedule, submit six (3) copies of his finalized Contractor Furnished Design Document Submittal Register to the Contracting Officer for approval. The submittal register shall consist of a tabulation of all the Contractor furnished design documents with the indicated dates integrated into the Design Progress Schedule. The Contractor shall post all actual dates of submittal actions (including clearance for construction) as they occur. Revisions shall be made at minimum on a monthly basis to keep the submittal register in agreement with the scheduled dates shown in the network mathematical analysis. Six (3) copies of the revised submittal register shall be furnished to the Contracting Officer at the time revisions are made in the network mathematical analysis.

3.2.1.2 Additions or Revisions

Any additions or changes required to be made to the TAC Form 122-E as a result of the Contracting Officer's review shall be incorporated into the TAC Form 122-E by the Contractor and a resubmittal of six (3) copies shall be effected within five (5) calendar days after receipt of the Contracting Officer's review comments.

3.2.1.3 Submission Requirements

A copy of the initial TAC Form 122-E and each monthly update prepared by the Contractor, shall be submitted to each of the following addresses:

(1) DHL, FEDEX, UPS or any other courier service
U.S. Army Corps of Engineers
Qalaa House
House #1, St. # 1
West Wazir Akbar Khan
Behind Amani High School

Kabul, Afghanistan
Attn: Engineering Department

Or

(2) U.S. Postal Service:
YSACE, AED
ATTN: QALAA House
APO AE 09356
Attn: Engineering Department

3.2.2 Construction Submittal Register (ENG Form 4288)

Attached to this section is ENG Form 4288 which the Contractor is responsible for developing for this contract. All construction submittals shall be shown on this register. The submittal register shall be the controlling document and will be used to control all construction submittals throughout the life of the contract. The Contractor shall maintain and update the register on a monthly basis for the Contracting Officer's approval.

3.3 TRANSMITTAL FORM (ENG Form 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both design and construction submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

3.4 PROGRESS SCHEDULE

The Contractor shall prepare and submit a design progress schedule to the Contracting Officer. The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The progress schedule shall show, as a percentage of the total design price, the various items included in the contract and the order in which the Contractor proposes to carry on the work, with dates on which he will start the features of the work and the contemplated dates for completing same. Significant milestones such as review submittals shall be annotated. The Contractor shall assign sufficient technical, supervisory and administrative personnel to insure the prosecution of the work in accordance with the progress schedule. The Contractor shall correct the progress schedule at the end of each month and shall deliver six (3) copies to the Contracting Officer. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.5 SCHEDULING

3.5.1 Design Submittals

The contractor shall schedule adequate time (a minimum of ten (10) working days exclusive of mailing time) for review and clearance by the Government for construction. If the Contractor fails to submit design submittals in a timely fashion, or repetitively submits design submittals that are not in strict conformance with the contract and approved design documents, no part of the time lost due to such actions shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.5.2 Post Design Construction Submittals

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. The Contractor shall schedule adequate time (a minimum of ten (10) working days exclusive of mailing time) for review and approval by the Government. If the Contractor fails to submit post design construction submittals in a timely fashion, or repetitively submits submittals that are not in strict conformance with the contract documents, no part of the time lost due to actions shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.5.3 Mailing Time

The mailing time, mentioned in paragraphs 3.5.1 and 3.5.2 above, is restricted to the Contractor's mailing to the Government and the Government's mailing back to the Contractor at the conclusion of the Government's review for the transmittals involved. Mailing time between Government offices, which results through no fault of the Contractor's (such as failing to mail transmittals to the correct location) is not eligible for exclusion from the time taken by the Government to perform its review.

3.6 SUBMITTAL PROCEDURE

3.6.1 Design Submittals

3.6.1.1 Afghanistan Engineer District (AED)

Three (3) copies of all design submittals shall be transmitted via DHL, FEDEX, UPS, or any other reputable courier service, to the Government at each of the following addresses by means of ENG Form 4025:

Resident Engineer Garret W. Savard, 0799-40-9981 US Army Corps of Engineers RCAG-E/Gardez (USACE)	or	Resident Engineer, 0799-40-9981 US Army Corps of Engineers Task Force Phoenix 4 APO-AE 09320
U.S. Army Corps of Engineers Qalaa House House #1, St. # 1 West Wazir Akbar Khan Behind Amani High School Kabul Afghanistan Attn: Engineering Department	or	AED, USACE Qalaa House APO, AE 09356 Attn: Engineering Department

3.6.1.2 Not Used

3.6.1.3 Deliverables "Cleared for Construction"

Once the Design Document has been "cleared for construction" by the Contracting Officer, the copies of all finalized design documents clearly identified as such by being stamped "Cleared for Construction" shall be assembled as a single package and submitted to the Government via DHL, FEDEX, UPS, or any other reputable courier service, as follows:

Resident Engineer	or	Resident Engineer, 0799-40-9981
Garret W. Savard, 0799-40-9981		US Army Corps of Engineers
US Army Corps of Engineers		Task Force Phoenix 4
RCAG-E/Gardez (USACE)		APO-AE 09320

One (1) additional copy (for information only) shall be submitted to the following address:

U.S. Army Corps of Engineers
Qalaa House
House #1, St. # 1
West Wazir Akbar Khan
Behind Amani High School
Kabul Afghanistan
Attn: Engineering Department

3.6.1.4 Digital Transmission of Design Submittals

The Design-Build Contractor shall, in addition to providing hard copies, submit design deliverables addressed by this specification in digital format. The purpose of submitting the design deliverables in digital format is to facilitate review of said deliverables. The actual review time for the submittals will not begin until the Government receives the hard copies of the design deliverables.

The following procedure shall be followed:

- a. **USE OF FILE TRANSFER PROTOCOL (FTP) SERVER.** The Design-Build Contractor will download all design files on either its own File Transfer Protocol (FTP) Server or on the Corps FTP Server. The procedure to be followed will be established at the Pre-Construction Conference and the appropriate log-in and password information will be exchanged between the Government and the Design-Build Contractor.
- b. **TRANSLATED OR CONVERTED DRAWING FILES.** Digital drawing files shall be prepared as indicated in paragraph 2.5.2 entitled Computer Assisted Design and Drafting (CADD). Under NO circumstances shall the Design-Build Contractor prepare the files in one CADD software program and translate (or convert) the files to another for submission (e.g., from Bentley MicroStation to Autodesk AutoCAD).
- c. **NOTIFICATION.** The Design-Build Contractor shall notify all recipients by email that the Design submittal has been uploaded to the designated FTP server and is ready for Government review. This email shall include a scanned copy of the ENG Form 4025 signed by the Design-Build Contractor's Contractor

Quality Control (CQC) Organization. It shall also include an updated digital copy of TAC Form 122-E. The Government will use the digital submittal as an advance copy pending receipt of an official hardcopy version. Subsequent to a period of demonstrated successful performance, the Government may elect to eliminate the requirement to submit an official hardcopy version. The TAC Form 122-E shall be prepared in a spread sheet software that readily allows the file to be saved as a *.CSV file that can subsequently be imported into the Corps of Engineers Resident Management System (RMS) software.

d. RETURN OF GOVERNMENT REVIEWED SUBMITTALS. Subsequent to the Government review, the Eng Form 4025 with comments (if applicable) will be returned to the Design-build Contractor digitally by email. Hardcopies of these documents will subsequently be submitted to the Design-Build Contractor via the United States Postal Service (USPS). The Government may elect to stop sending hardcopies if it deems that digital transmission of design submittals is progressing satisfactorily.

e. SUPPLEMENTAL ACTIONS. All supplemental actions, resubmittals, and subsequently scheduled submissions shall be performed by the Design-Build Contractor as indicated within this paragraph.

3.6.2 Post Design Construction Submittals

Four (4) copies (three paper and one electronic copy) of all post design construction submittals shall be transmitted to the following address:

Resident Engineer	or	Resident Engineer, 0799-15-1021
Harry Pham, 0799-15-1021		U.S. Army Corps of Engineers
US Army Corps of Engineers		C/O Federal Express Office
Kandahar Area Office		Kandahar Airfield
APO AE 09355		Kandahar, Afghanistan 131

Two (2) additional copies (one paper and one electronic copy) of each Post Design Construction submittal shall be transmitted to the Government via DHL, FEDEX, UPS, or any other courier service, at the following overseas address by means of ENG Form 4025:

U.S. Army Corps of Engineers
 Qalaa House
 House #1, St. # 1
 West Wazir Akbar Khan
 Behind Amani High School
 Kabul Afghanistan
 Attn: Engineering Department

Submittals of Operations and Maintenance (O & M) Manuals in accordance with Section 01060 SPECIAL CLAUSES shall be submitted in five (5) copies (four paper and one electronic copy) to the overseas field office administering the construction portion of the contract via DHL, FEDEX, UPS, or any other courier service, at the following address:

Resident Engineer	or	Resident Engineer, 0799-40-9981
Garret W. Savard, 0799-40-9981		US Army Corps of Engineers
US Army Corps of Engineers		Task Force Phoenix 4
RCAG-E/Gardez (USACE)		APO-AE 09320

Two (2) additional copies (one paper and one electronic) of Operations and Maintenance (O & M) Manuals in accordance with Section 01060 SPECIAL CLAUSES shall be transmitted to the Government via DHL, FEDEX, UPS, or any other courier service, at the following overseas address:

U.S. Army Corps of Engineers
Qalaa House
House #1, St. # 1
West Wazir Akbar Khan
Behind Amani High School
Kabul Afghanistan
Attn: Engineering Department

3.6.3 Submittal Numbering System

Instructions on the numbering system to be used for construction submittals follows:

3.6.3.1 Submittals

Shop drawings and materials are listed on the Submittal Register (ENG Form 4288) as follows:

- a. List is prepared according to contract specifications and drawings, picking up all items involved in the project.
- b. This list is divided into sections as indicated in the specifications for example:

Sec. 01015 "Technical Requirements"
Sec. 02831 "Chain-Link Fence"
Sec. 02710 "Subdrainage System"
Sec. 03300 "Concrete For Building Construction"
Sec. 04200 "Masonry"

3.6.3.2 Numbering procedures for transmittal on ENG FORM 4025

- a. Each section, may include a list of items. All these items will then be listed with a progressive number within the sections they belong to, for example:

Sec. 01015 will have 01015.00 (Basic number)
Item x " " 01015.01
Item y " " 01015.02
Item z " " 01015.03

Sec. 02710 will have 02710.00 (Basic number)
Item x " " 02710.01
Item y " " 02710.02
Item z " " 02710.03

Sec. 02600 will have 02600.00 (Basic number)
Item x " " 02600.01
Item y " " 02600.02

Sec. 03300 will have 03300.00 (Basic number)

Item x " " 03300.01

Item y " " 03300.02

etc.

b. It is evident a transmittal will never show a Section number i.e., 02831.00, 03300.00, etc., since these are only the basic numbers of the system. Numbers on transmittals will be the item numbers, i.e., 01015.01, 02710.01, 02710.02, 02710.03, 03300.01, 03300.02, etc. All items, as listed on the Submittal Register, will be submitted via a separate transmittal form ENG FORM 4025 thus avoiding getting together more than one item (as listed) and more than one number. There are items, on the other hand, which may be submitted all together on the same transmittal form. This must be established before submission is made.

c. Sec. 10800 "Toilet Accessories" - this section will have basic number 10800.00 - all items relative to it will be listed one by one on separate lines. ONLY one transmittal number will then be given for all of these "10800.01" which will include i.e., robe hook, toilet paper holder, mirror, soap holder, cabinet for paper towels, etc. Each one of these items will be listed on the same Transmittal Number 10800.01 as item 1, item 2, item 3, etc.

3.6.3.3 Resubmittals

Should the Contractor be required to resubmit any transmittal, it will be accomplished by utilizing the same transmittal number followed by the number "-1" for the first resubmittal, "-2" for the second resubmittal,

"-3" for the third resubmittal, etc. For example, a first resubmittal would be "SUBMITTAL PROCEDURES FOR DESIGN BUILD PROJECT" 01335.01-1, a second resubmittal 01335.01-2, etc.

The purpose of this system is to avoid deviations from Submittal Register. Also, to avoid confusion arising from the use of more than one number on transmittal when more than one item is submitted on the same form. This system will also facilitate the use, wherever required, on machine printouts.

3.6.4 Variations

If design documents or construction submittals show variations from the contract parameters and/or requirements, the Contractor shall justify such variations in writing, at the time of submission. Additionally, the Contractor shall also annotate block "h" entitled "variation" of ENG FORM 4025. After design submittals have been reviewed and cleared for construction by the Contracting Officer, no resubmittal for the purpose of substituting materials, equipment, systems, and patented processes will be considered unless accompanied by the following:

a. Reason or purpose for proposed variation, substitution, or revision.

b. How does quality of variation compare with quality of the specified item. This shall be in the form of a technical evaluation tabulating differences between the item originally specified and what is proposed.

c. Provide a cost comparison. This shall include an acquisition and life cycle cost comparison.

d. For proprietary materials, products, systems, and patented processes a certification signed by an official authorized to certify in behalf of the manufacturing company that the proposed substitution meets or exceeds what was originally specified.

e. For all other actions, a certification signed by a licensed professional engineer or architect certifying that the proposed variation or revision meets or exceeds what was originally specified.

f. Advantage to the Government, if variation is approved, i.e. Operation and Maintenance considerations, better product, etc.

g. Ramifications and impact, if not approved. If the Government review detects any items not in compliance with contract requirements or items requiring further clarification, the Contractor will be so advised. Lack of notification by the Contracting Officer of any non-complying item does not relieve the Contractor of any contractual obligation.

3.6.5 Non-Compliance

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the worksite, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.7 REVIEW OF CONTRACTOR PREPARED DESIGN DOCUMENTS

3.7.1 General

The work under contract will be subject to continuous review by representatives of the Contracting Officer. Additionally, joint design review conferences with representation by all organizations having a direct interest in the items under review may be held. The Design-Build Contractor shall furnish copies of all drawings and related documents to be reviewed at the review conference on or before the date indicated by the Government. Additional conferences pertaining to specific problems may be requested by the Design-Build Contractor or may be directed by the Contracting Officer as necessary to progress the work. The Design-Build Contractor shall prepare minutes of all conferences and shall furnish two copies to the Contracting Officer within seven (7) days after the conference.

Note: The contractor shall use **DrChecks** for design submittals reviews. All design submittal reviews shall be reviewed and comments entered in DrChecks located on the web at:

<https://www.projnet.org/projnet/binKornHome/index.cfm>

3.7.2 Independent Design Review

The Design-Build Contractor shall have someone other than the Designer or Design Team perform an independent review of all specifications, drawings, design analysis, calculations, and other required data prior to submission to the Government. Upon completion of this review, the Design-Build Contractor shall certify that each design submittal is complete, accurate, is in strict conformance with all contract requirements, that repetition has been avoided, that all conflicts have been resolved, and that the documents have thoroughly coordinated and cross checked against all the applicable disciplines to prevent the omission of vital information.

3.7.3 Contractor's Quality Control Organization Review

This review shall be for the purposes of eliminating errors, interferences, and inconsistencies, and of incorporating design criteria, review comments, specifications, and any additional information required. Design submittals submitted to the Contracting officer without evidence of the Contractor's certified approval will be returned for resubmission. No part of the time lost due to such resubmissions shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.7.4 Government Review

For each design review submittal, comments from the various design sections and from other concerned agencies involved in the review process will be made in the on-line review management system DrChecks_{SM} (<https://www.projnet.org/projnet/binKornHome/index.cfm>). Contractor shall coordinate with the Contracting Officer and/or Representative(s) to register for DrChecks_{SM} use. The review will be for conformance with the technical requirements of the solicitation and the Successful Offeror's (Contractor's) RFP proposal.

If a design submittal is deficient, it will be returned for correction and resubmission. The review time will begin when the corrected submittal is received.

The Contractor shall not begin construction work until the Government has reviewed the Contractor's design and has cleared it for construction. Clearance for construction does not mean Government approval. Government review shall not be construed as a complete check but will evaluate the general design approach and adherence to contract parameters. The Government Review is often limited in time and scope. Therefore, the Contractor shall not consider any review performed by the Government as an excuse for incomplete work. Upon completion of the review, all comments will be forwarded to the Contractor. The Contracting Officer will indicate whether the design submittal has or has not been cleared for construction. Design submittals cleared for construction by the Contracting Officer shall not relieve the Contractor from responsibility for any design errors or omissions and any liability associated with such errors, nor from responsibility for complying with the requirements of this contract. The Contracting Officer will indicate whether the design submittal has or has not been cleared for construction.

Design submittals Cleared for Construction by the Contracting Officer shall not relieve the Contractor from responsibility for any design errors or omissions and any liability associated with such errors, nor from responsibility for complying with the requirements of this contract.

3.7.4.1 Incorporation of Government Review Comments

The Contractor will be furnished the Government's design comments. The review will be for conformance with the technical requirements and parameters of the contract documents. The Contractor shall either incorporate each comment or, if the Contractor disagrees technically and does not intend to comply with the comment(s), the Contractor shall clearly outline, with ample justification, its reasons for its noncompliance within five (5) days after receipt of the comment(s). Additionally, the Contractor is cautioned in that if it believes the action required by any comment exceeds the requirements of this contract, that he should take no action and notify the Contracting Officer in writing immediately. During the design review process, comments will be made on the design submittals that will change the drawings and specifications. The Government will make no additional payments to the Contractor for the incorporation of comments. Review comments are considered part of the design-build process. The disposition of all comments shall be furnished in writing with the next scheduled submittal. The review comments and the submittal material for each design review will become the basis for any ensuing design work. Copies of the design review comments with the action taken on each comment noted, shall be bound in all succeeding volumes of the design analysis.

3.7.4.2 Conferences

As necessary, conferences will be conducted between the Design-Build Contractor and the Government to resolve review comments.

There may be two review conferences will be held for each design submittal. One review conference will be held at the installation, and the second review conference may be held at the Corps District Office in Kabul, Afghanistan. The Contractor shall bring the personnel that developed the design submittal to the review conference. The contractor Officer will decide the necessity of the review conference and where it will be held.

3.7.4.3 Design Deficiencies

Design deficiencies noted by the Government shall be corrected prior to the start of design for subsequent features of work which may be affected by, or need to be built upon, the deficient design work.

3.7.5 Design Discrepancies

The Design-Build Contractor shall be responsible for the correction of incomplete design data, omissions, and design discrepancies which become apparent during construction. The Design-Build Contractor shall provide the Contracting Officer with a proposed recommendation for correcting a design error, within three (3) calendar days after notification by the Contracting Officer. The Contracting Officer will notify the Design-Build Contractor of any detected noncompliance with the foregoing requirements. The Design-Build Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Design-Build Contractor at the worksite, shall be deemed sufficient for the purpose of notification. If the Design-Build Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Design-Build Contractor. Should extensions of design, fabrication plans and/or specific manufacturer's details be required as a result of a Government issued Change Order, the Government will make an equitable adjustment in accordance with Contract Clause 52.243-4 entitled CHANGES.

3.8 Phased or "Fast-Track" Design

3.8.1 General

If approved by the Government, design and construction sequencing may be effected on an incremental basis as each approved phase or portion (e.g., demolition, geotechnical, sitework, exterior utilities, foundations, substructure, superstructure, exterior closure, roofing, interior construction, mechanical, electrical, etc.) of the design is completed.

3.8.1.1 Design Phases

The design phases shall be in accordance with the Contractor Furnished Design Documents Submittal Register (TAC Form 122-E) as approved by the Contracting Officer.

3.8.1.2 Approval of TAC Form 122-E

In all cases, TAC Form 122-E indicating the proposed phasing shall be submitted for review and approval by the contracting Officer prior to initiation of any procurement action or commencement of any construction.

3.8.2 Sequence of Design-Construction (Fast-Track)

After receipt of the Contract Notice to Proceed (NTP) the Contractor shall initiate design, comply with all design submission requirements and obtain Government review of each submission. With COR's approval, the Contractor may begin construction on portions of the work for which the Government has reviewed the final design submission and has determined satisfactory for purposes of beginning construction prior to final design. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the Government, the initial submission failed to meet the minimum quality requirements as set forth in the contract.

3.8.3 Notice-to-Proceed for Limited Construction

If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the Government.

3.8.4 In-Place Construction Payment

No payment will be made for any in-place construction not agreed to by the Contracting Officer until all required submittals have been made, reviewed and are satisfactory to the Government.

3.8.5 Commencement of Construction

Construction of work may begin after receipt of the clearance for construction (Notice to Proceed) for each design phase. Any work performed by the Contractor prior to receipt of the clearance for construction, shall be at the Contractor's own risk and expense. Work cleared for construction that does not conform to the design parameters and/or requirements of this contract shall be corrected by the Contractor at no additional cost or time to the Government.

3.9 Design Stages

The Contractor shall schedule the number and composition of the design submittal phases. Design submittals are required at the Preliminary (35%) design and Final (99%) design stages and at the 100% design completion. The requirements of each design stage are listed hereinafter. The number and contents of the design submittals phases shall be reflected in TAC Form 122-E as well as in the Contractor's design progress schedule.

3.9.1 Preliminary Design Review Submittal (35%)

The Concept Review Submittal (35%) shall be submitted to the Government within thirty (30) calendar days after NTP. The review of this submittal is primarily to ensure that the Contractor has taken an inventory of the existing conditions at each proposed site, has established the most desirable functional relationships between the various project elements, has provided the technical solution to how the

functional and technical requirements will be met, and to show Contractor compliance (or justify noncompliance) with the design parameters and/or requirements.

The following documents shall be submitted:

Geotechnical report
Site Topographic survey
Site Layout (to include grading plan and main utilities lines)
Floor Plans for each discipline
Elevations
Key Sections
Typical Exterior Wall Section and Interior Partition
Typical Door, Window, Column detail
Design Analysis with thorough Code Analysis of each building types
Draft Specifications

3.9.2 Final Design Review Submittal (99%)

The Final Design Review Submittal (99%) shall be submitted to the Government within sixty (60) calendar days after NTP. The review of this submittal is to insure that the design is in accordance with directions provided the Contractor during the design process. The only effort remaining between the FINAL DESIGN REVIEW SUBMITTAL and the READY-TO-ADVERTISE DESIGN REVIEW SUBMITTAL is the incorporation of the Government Review Comments. The Contractor shall submit the following documents for Final review:

- a. Design Analysis, developed to a 99% design stage. The Design Analysis shall be in its final form and have completed all Code Analysis. It shall include all backup material previously submitted and revised as necessary. All design calculations shall be included. The Design Analysis shall including meeting minutes from design review conferences contain all explanatory material giving the design rationale for any design decisions, which would not be obvious to an engineer reviewing the Final Drawings and Specifications.
- b. 99% Complete Construction Specifications. The Draft Specifications on all items of work submitted for Final Review shall consist of marked-up proprietary specifications. Contractor shall include division I section provided by the government into the specification document.
- c. 99% Complete Construction Drawings. The Contract Drawings submitted for Final Review shall include the drawings previously submitted which have been revised and completed as necessary. The Contractor is expected to have completed all of his coordination checks and have the drawings in a design complete condition. The drawings shall be finalized at this time including the incorporation of any design review comments generated by the Preliminary design review. The drawings shall contain all the details necessary to assure a clear understanding of the work throughout construction.
- d. The Government's 35% Design Review Comments with the Contractor's annotation to each comment.
- e. CD Containing the entire submittal in PDF format including drawings and the bound Autocad drawings in AEC Tri-Service Cad Standard.
- f. Color board/Sample Board

3.9.3 Design Completion Review Submittal (100%)

After the FINAL DESIGN REVIEW SUBMITTAL 99% review, the Contractor shall revise the Contract Documents by incorporating any comments generated during the FINAL DESIGN REVIEW SUBMITTAL and shall prepare final hard copy Construction Specifications. The Contractor shall submit the Design Completion Review Submittal (100%) to the Government within eighty (80) calendar days after NTP. The Contractor shall submit the following documents for the design complete submittal:

- a. Design Analysis
- b. Construction Specifications
- c. Construction Drawings
- d. The Government's FINAL (99%) DESIGN REVIEW SUBMITTAL comments with the Contractor's annotation to each comment.
- e. CD Containing the entire submittal in PDF format including drawings and the bound Autocad drawings in AEC Tri-Service Cad Standard.
- f. Color board/Sample Board (Updates only)

3.9.4 Partial Design Submittals

In the interest of expediting construction, the Contracting Officer may approve partial design submittals, procurement of materials and equipment, as well as issue the Notice To Proceed (NTP) for construction of those elements of the design which have been cleared for construction. Such partial notices to proceed shall be solely at the discretion of the Contracting Officer.

3.9.5 Design Submittals not in compliance with the contract documents

The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its design analysis, specifications, and drawings, and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. No part of the time lost due to such resubmissions shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice shall be given promptly to the Contracting Officer.

3.10 GENERAL DESIGN INSTRUCTIONS

3.10.1 Responsibility of the Design-Build Contractor

3.10.1.1 Professional Quality, Technical Accuracy, and Coordination

The Design-Build Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, specifications, drawings, and other non-construction services furnished by the Contractor under this contract. Work must be organized in a manner that will assure thorough coordination between various details on drawings, between the various sections of the specifications, and between the drawings and specifications. The Design-Build Contractor shall thoroughly cross-check and coordinate all work until he is professionally satisfied that no conflicts exist, vital information has not been omitted, and that indefinite language open to interpretation has been resolved.

The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar

conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.

3.10.1.2 Correction of Work

The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.

(a.) The Contractor must obtain the approval of the Designer of Record (DOR) and the Government's concurrence for any Contractor proposed revision to the professionally stamped and sealed design reviewed and Cleared for Construction by the Government, before proceeding with the revision.

(b.) The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and cleared for construction design.

(c.) Any revision to the design, which deviates from the contract requirements (i.e., the RFP and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.

(d.) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

(e.) The Contractor shall track all approved revisions to the reviewed and cleared for construction design and shall incorporate them into the as-built design documentation. The Designer of Record shall document its professional concurrence on the As-Built for any revisions by affixing its stamp and seal on the drawings and specifications.

3.10.1.3 Government Oversight

The extent and character of the work to be done by the Design-Build Contractor shall be subject to the general oversight, supervision, direction, control, and review by the Contracting Officer.

Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.

3.10.1.4 Unlimited Drawing Rights

The Government shall have unlimited rights in all drawings, designs, specifications, notes and all other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Design-Build Contractor. The Design-Build Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws.

3.10.1.5 Conflicts

Any conflicts, ambiguities, questions or problems encountered by the Design-Build Contractor in following the criteria shall be immediately submitted in writing to the Contracting Officer with the Design-Build Contractor's recommendations. Prior to submission to the Government the Design-Build Contractor shall take appropriate measures to obtain clarification of design criteria requirements, to acquire all pertinent design information, and to incorporate such information in the work being performed.

3.10.1.6 Design Specialists

Whenever a design specialist is required, the Design-Build Contractor shall submit for the approval by Contracting Officer, the name of the designated specialist along with the individual's educational background, experience, and licenses or registrations held, before design work commences. The design specialists shall be registered architects, registered professional engineers, or recognized consultants with a background of at least five (5) years design experience in the appropriate specialty. Services of design specialists may be required for the following specialties:

Fire protection	Stage/Theater Design
Landscape Design	Interior Design
Food Service Design	Security- Force Protection
Medical Design	Audio Visual, PA TV, Etc.
Geotechnical Design	Telecommunications
X-Ray Shielding	Harden Structures
EMF Shielding	Site grading
Seismic Design	X-ray Shielding
Acoustical Design	Asbestos Abatement

3.10.1.7 Rights and Remedies

The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

3.10.2 Conduct of Work

In the performance of contract the Design-Build Contractor shall:

3.10.2.1 Performance

Perform the work diligently and aggressively, and promptly advise the Contracting Officer of all significant developments.

3.10.2.2 Telephone Conversations

Prepare a summary, and promptly furnish a copy thereof to the Contracting Officer, of all telephone conversations relating to the design work under this contract.

3.10.2.3 Cooperation with Others

Cooperate fully with other firms, consultants and Contractors performing work under the program to which this contract pertains, upon being advised by the Contracting Officer that such firms or individuals have a legitimate interest in the program, have need-to-know status, and proper security clearance where required.

3.10.2.4 Technical Criteria

All designs, drawings, and specifications shall be prepared in accordance with the contract documents and with the applicable publications referenced therein. As soon as possible, the Design-Build Contractor shall obtain copies of all publications applicable to this contract. Availability of publications (where to purchase) is contained in Specification Section 01420 entitled: SOURCES FOR REFERENCE PUBLICATIONS. Any deviations from the technical criteria contained in the contract documents or in the applicable publications, including the use of criteria obtained from the user or other sources, must receive prior approval of the Contracting Officer. Where the technical criteria contained or referred to herein is not met, the Design-Build Contractor will be required to conform his design to the same at his own time and expense.

3.10.3 Design Priorities

The design of this project shall consider the remote location and harsh environment of this project and the impact this will have on sources of technical supply, the cost of construction, the low level of maintenance, and the difficulty of obtaining replacement parts. Unless stated otherwise in this contract, the following design priorities shall be followed:

3.10.3.1 Life-Span

Construction must have a minimum expected life span of 25 years, to be energy efficient, and to have finishes, materials, and systems that are low maintenance and low life-cycle cost.

3.10.3.2 Maintainability

Low maintenance materials and systems must be employed.

3.10.3.3 Operability

Systems including but not necessarily limited to mechanical, electrical, communications, etc., must be simple to operate and easy to maintain.

3.10.3.4 Standardization

Use of standardized materials, products, equipment, and systems is necessary to minimize the requirements for replacement parts, storage facilities, and service requirements.

3.10.3.5 Overseas Work

Use of construction materials or techniques which are suitable for overseas work in harsh climates and environments.

3.10.4 Topographic Surveys, Easements, and Utilities

Unless otherwise stated in the contract, the Design-Build Contractor will be responsible for preparing and submitting detailed topographic mapping, available easements, and utility information for the project.

3.10.5 Geotechnical Investigation

Unless otherwise stated in the contract, the Design-Build Contractor will be responsible for preparing and submitting a Geotechnical investigation, including subsurface explorations, sampling, field and laboratory testing, and water studies, where applicable.

3.10.6 Cathodic Protection and Earth Resistance

Unless otherwise stated in the contract, the A-E will be responsible for determining whether cathodic protection on buried structures and underground utility systems are needed for special electrical grounding and counterpoise systems, and for gathering the field data necessary for design.

3.10.7 Water Supply and Quality Data

Unless otherwise stated in the contract, the Design-Build Contractor will be responsible for obtaining all water supply and water quality data. This data will include information on the locations and depths of all viable water supply sources at the site(s) involved and a water quantity and water quality analysis for each source.

3.10.8 Accident Prevention

The Contractor shall comply with the most recent edition of applicable portions of the USACE Engineering Manual (EM) 385-1-1, Safety and Health Requirements Manual. The Contractor shall obtain a copy of EM 385-1-1 and be familiar with all provisions prior to submitting their Accident Prevention Plan. Copies of this manual are available electronically on the USACE Safety and Occupational Health Office website: http://www.hq.usace.army.mil/soh/hqusace_soh.htm

Within fifteen (15) days prior to the accident prevention pre-work conference, four (4) copies of the Accident Prevention Plan are required. The Contractor shall not commence physical work at the site until the Accident Prevention Plan has been reviewed and accepted by the Contracting Officer or authorized representative. The Accident Prevention Plan shall follow the specified format and meet all requirements listed in Appendix "A" of EM 385-1-1.

On large or complex jobs the first phase may be presented in detail with the submittal of the Accident Prevention Plan with details of future phases to follow. A proposed outline for future phases must be submitted as part of the initial Accident Prevention Plan. Accident Prevention Plans will be reviewed for effectiveness by the Contractor at least monthly with a signature sheet signed and dated documenting that these reviews took place. Proposed revisions of the Accident Prevention Plan by the Contractor shall be submitted to the USACE Contracting Officer or authorized representative for review, and acceptance or denial, prior to becoming effective.

3.10.9 Asbestos Containing Materials

Asbestos containing material (ACM) will not be used in the design of new structures or systems. In the event no other material is available which will perform the required function or where the use of other material would be cost prohibitive, a waiver for the use of asbestos containing materials must be obtained from Contracting Officer.

3.10.9.1 Existing Construction

Asbestos containing materials (ACM) presently included in existing construction to be rehabilitated or otherwise modified as a result of this project, shall be removed and a non-asbestos containing material substituted in lieu thereof.

3.10.9.2 Suspected Asbestos Containing Materials

All such structures and systems shall be inspected to determine the presence or probable presence of ACM. When ACM is suspected, a documented survey will be performed. The survey will be developed into an abatement design and will be made a part of the design documents. In the event no other material is available which will perform the required function or the use of a substitute material would be cost prohibitive due to initial cost and tear-out of existing construction, a waiver for the retention of the asbestos containing material must be obtained from the Contracting Officer.

3.11 Value Methodology/Value Engineering

The Design-Build Contractor during the course of his design shall be alert for and shall identify those high-cost low-value items or areas which he considers may be accomplished in different ways that will increase the value of the project at the same or less cost. Potential value engineering study items shall be reported to the Value Engineer through the Contracting Officer.

3.11.1 Performance Oriented Value Engineering Change Proposal (VECP) In reference to Contract Clause 52.248-3, "Value Engineering - Construction", the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Contract Documents which were addressed in the Design-Build Contractor's accepted contract proposal and which were evaluated in competition with other Proposers for award of this contract. For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Proposer or the Design-Build Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.

3.11.2 Prescriptive Oriented Value Engineering Change Proposal (VECP)

The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Design-Build Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements. For purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Proposers little

or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

3.12 SUBMITTAL OF CONTRACTOR FURNISHED DESIGN DOCUMENTS

The requirements of this paragraph pertain to the submittal of design documents, specifications, design calculations, surveys, testing reports and other documents prepared by the Design-Build Contractor to meet the design requirements of this project.

3.12.1 Geotechnical

Refer to specification section 01015 TECHNICAL REQUIREMENTS paragraph 5.

3.12.1.1 Reports

3.12.1.1.1 The Contractor shall submit to the Contracting Officer a detailed geotechnical report that includes the findings, conclusions and recommendations of the site investigation. The geotechnical report shall contain the field exploration and testing results, laboratory testing results, evaluations, recommendations, and descriptive supporting text. Information included in the report will include as a minimum: surface and subsurface conditions, exploration logs, coordinates, and elevation of each field exploration and plan map, soil and rock description, laboratory data, foundation and site development recommendations, bearing capacities, settlement criteria, ground water conditions, compaction requirements, drainage characteristics, and a discussion of the construction materials (concrete, cement, asphalt, aggregates) available and required.

3.12.1.1.2 The Contractor may, with the Contracting Officer's approval, use a geotechnical report that was prepared for other work at this location for the design of this project.

3.12.2 Civil, Site Planning and Layout

The surveyor shall provide a topographic survey map and tabulated list (bound booklet) with adjusted coordinates and elevations of all permanent survey monuments established of the site.

3.12.2.1 The surveyor shall complete and submit with field books, the field adjustments computation sheets. The Contractor shall use that topographic map to design this project.

3.12.2.2 The Contractor shall provide a site plan, grading plan, utility plan, and details of all phases.

3.12.2.3 The Contractor shall provide manufacturer's catalog data and shop drawings for material and equipment to include but not limited to: pipe, valves, fittings, pumps, sewer pipe, manholes, clean outs, wye fittings, frames and covers.

3.12.2.4 The Contractor shall provide the design calculations for the water distribution and sanitary sewer collection systems.

3.12.2.5 The Contractor shall provide the results from the pressure test, leakage test, and disinfection.

3.12.2.6 The Contractor shall provide the manufacturer's recommended leakage test and deflection test for the sanitary sewer pipes along with the field test results.

3.12.3 Architectural/Interior Design

The Contractor shall provide samples, literature or schedules, as indicated below.

3.12.3.1 Kitchen Equipment

Manufacturer's Literature shall be submitted for all kitchen equipment. Literature shall include a complete listing of all equipment items in addition to catalog cuts which indicate compliance with the design requirements, and shall include sufficient data to clearly describe the assembly and appropriate accessories.

3.12.3.2 Door Hardware Schedule

A door hardware schedule with manufacturer's data sheets shall be submitted.

3.12.3.3 Roofing

Provide Inspection procedures for roofing; certificates of compliance; and bills of lading showing flash points of bitumens.

3.12.3.4 Finish Materials

Provide minimum of 3 color choices for each finish system for final selection. This includes but is not limited to paints, terrazzo tile, ceramic tile, etc.

3.12.4 Structural

Design drawings including calculations shall be submitted.

3.12.5 Force Protection Design Procedures for the Protection of ANA Forces

Not applicable.

3.12.6 Fire Protection and Life Safety

Refer to specification section 01015 TECHNICAL REQUIREMENTS paragraph 8.

3.12.6.1 Design Analysis

a. A design analysis with narrative and calculations shall be submitted for the project.

b. The design analysis shall include a Life Safety Analysis, to include occupant loading and egress requirements, and travel distances.

3.12.6.2 Manufacturer's Data

Manufacturer's catalog data sheets shall be included as an appendix to the design analysis, including but not limited to alarm system and portable fire extinguishers.

3.12.7 Heating, Ventilating, and Air Conditioning

Refer to specification section 01015 TECHNICAL REQUIREMENTS paragraph 6.

The HVAC design analysis shall be submitted showing calculations as specified below to indicate compliance with the design requirements. Catalog cuts of all equipment shall be provided indicating the equipment selected. The catalog cuts shall also indicate that the selected equipment will fit within the space allowed and that the equipment provided will operate within the local power limitations.

3.12.7.1 Detailed Calculations

Detailed calculations for sizing equipment, piping, ductwork, control valves, seismic supports and bracing, etc.

3.12.7.2 Schematics

Schematics for the control schemes and the proposed sequence of operations.

3.12.7.3 Other Information

Any other information or computations required to permit verification that the design complies with the design criteria, codes, and standards and is satisfactory for the intended purpose.

3.12.7.4 Heat Transmission Calculations

Heat transmission calculations shall be shown for all heat transmission coefficients not directly obtained from a standard reference book.

3.12.7.5 Cooling Load and Heat Gain Calculations

Cooling load and heat gain calculations shall, in general, conform to one for the procedures given in the latest issue of the ASHRAE Handbooks. All corrections and assumptions, such as the time of day, outdoor daily temperature range, wall color, building orientation, latitude, etc., shall be stated. Where computerized calculations are submitted, a complete description of the method and formulas used, column headings and data output or results, and index to the computer printout shall be furnished.

3.12.7.6 Air Quantity Determination

The basis for determining the quantity of all ventilation air shall be indicated.

3.12.7.7 Air Distribution

The determination of air distribution shall be made to include the total air flow and the individual room air flow.

3.12.7.8 Equipment Sizing

Equipment sizing calculations to support the selection of all equipment shall be shown in the design analysis.

3.12.7.9 Positive Pressure Method

The method for maintaining positive pressure relative to outside air to prevent the entrance of windblown dust shall be described.

3.12.7.10 Explanatory Notes

Explanatory notes shall be included in the design analysis covering all rationale for design which would not be obvious to an engineer reviewing the analysis. Methods of air-conditioning and controls for air-conditioning systems shall generally be confined to those in common use in the industry. The Contractor shall review the prepared plans and specifications to determine that they are in accordance with the section of specifications and all other criteria and instructions furnished by the Government. It will be the responsibility of the Contractor to coordinate the HVAC systems with the other trades involved in the building design and to eliminate interference between HVAC equipment and other components of the building.

3.12.8 Plumbing

Refer to specification section 01015 TECHNICAL REQUIREMENTS paragraph 7.

The plumbing design analysis shall be submitted showing calculations as specified below to indicate compliance with the design requirements. Catalog cuts of all equipment shall be provided indicating the equipment selected. The catalog cuts shall also indicate that the selected equipment will fit within the space allowed and that the equipment provided will operate within the local power limitations.

3.12.8.1 Detailed Calculations

Detailed calculations for sizing equipment, piping, hot water heaters, seismic supports and bracing, etc., for each plumbing system involved in the design.

3.12.8.2 Other Information

Any other information or computations required to permit verification that the design complies with the design criteria, codes, and standards and is satisfactory for the intended purpose.

3.12.8.3 Catalog Cuts

As a minimum, catalog cuts for all major items of equipment shall be submitted. Catalog cuts shall be a part of the design analysis.

3.12.8.4 Equipment Sizing

Equipment sizing calculations to support the selection of all equipment shall be shown in the design analysis.

3.12.8.5 Explanatory Notes

Explanatory notes shall be included in the design analysis covering all rationale for design which would not be obvious to an engineer reviewing the analysis. The Contractor shall review the prepared plans and specifications and determine that they are in accordance with this Section and all other criteria and instructions furnished by the Government. It will be the responsibility of the Contractor to coordinate the

plumbing systems with the other trades involved in the building design and to eliminate interference between plumbing equipment and other components of the building.

3.12.9 Special Mechanical Systems and Equipment

Equipment sizing calculations to support the selection of all equipment and seismic supports shall be shown in the design analysis.

3.12.10 Electrical

3.12.10.1 Narrative

Designer shall briefly discuss the service availability from the local utility, and the distribution scheme throughout the site. Design or construction requirements by the local authorities, which are in total conflict with the U.S. design standards, shall be discussed, and suggested acceptable solutions provided. Items of significant importance, which are missing from this Scope of Work, and may have a detrimental effect on the design, if not included, shall also be discussed and justification provided.

3.12.10.2 Calculations

Calculations shall be provided for sizing of the Power Plant, high voltage feeders, branch circuits and circuit breakers; voltage drop calculations on feeders and branch circuits; short circuit current analysis for proper selection of equipment; and lighting calculations. Voltage drop shall be limited to 5% maximum from the source (transformer) to the final load. Power supply load analysis, for the Power Plant sizing, shall be based on the facilities square footage, watts per sq ft. for general lighting and power loads and heating loads for each facility. Load analysis shall be provided on a spreadsheet.

3.12.10.3 Specifications

Contractor shall provide separate specifications for each system to be provided under this contract. Specifications shall indicate applicable design standards and criteria followed, standards that the selected equipment and material shall comply with, method of equipment installation, and other construction requirements that the designer may see fit.

3.12.10.4 Catalog Cuts

The catalog cuts shall be provided for all types of equipment to be installed under this contract. Cuts shall include the manufacturers name, address and the telephone number; rating and physical size of equipment; and the standard it meets, such as DIN, BS, or UL. Equipment or device selected by the designer shall be identified on a catalog cut which lists multiple items.

3.12.11 Water, Wastewater, and Solid Waste Systems

3.13 SUBMITTAL OF CONTRACTOR FURNISHED DESIGN DRAWINGS

The following specific items shall be shown on the drawings when applicable, for each submittal.

3.13.1 Civil, Site Planning, and Layout

Refer to specification section 01015 TECHNICAL REQUIREMENTS paragraph 2.2.

3.13.2 Water, Wastewater, and Solid Waste Systems

Refer to specification section 01015 TECHNICAL REQUIREMENTS paragraphs 2.3, 2.4, 2.5 and 2.6.

3.13.3 Architectural

Each submittal shall include the following:

3.13.3.1 Floor Plans

Provide a floor plan showing functional arrangements and circulation elements to scale, as well as the following:

- a. Planning grid and/or column lines
- b. All major dimensions.
- c. Functional identification of each area.
- d. Openings in walls.
- e. All new major fixed equipment, and built in specialties.
- f. Adjacent site related features such as stoops, etc.
- g. Cross-references for elevations, sections, and details.

3.13.3.2 Building Elevations

Each elevation shall show the following:

- a. Planning grid and/or column lines.
- b. Changes to fenestration.
- c. Identification of all building materials.
- d. Clear definition of new and existing elements.
- e. All major dimensions.

3.13.3.3 Building Sections

The following shall be shown:

- a. Planning grid and/or column lines
- b. Finish ceilings
- c. Floor-to-ceiling and floor-to-floor heights
- d. Identification of major spaces.
- e. Spaces to be used by the lighting and HVAC systems.
- f. all major dimensions.

3.13.3.4 Reflected Ceiling Plan

Provide a reflected ceiling plan showing placement of electrical and mechanical features.

3.13.3.5 Kitchen Equipment Placement Plans and Schedules

Submit a floor plan, graphically showing size and a suggested layout for all rooms containing kitchen equipment. Drawings shall include schedules identifying the item number (cross referenced to the plan), generic name, major dimensions and other qualifying features such as color where necessary to distinguish from other similar items.

3.13.4 Structural

Refer to specification section 01015 TECHNICAL REQUIREMENTS paragraph 4.

3.13.5 Force Protection Design Procedures for the Protection of ANA Forces.
Not applicable.

3.13.6 Fire Protection and Life Safety

Refer to specification section 01015 TECHNICAL REQUIREMENTS paragraph 8.

3.13.6.1 Design Drawings

The Fire Protection design drawings shall be separate “FP” drawings and shall consist of the following:

- a. Life Safety Plan showing occupant loads, travel distances and exit capacities.
- b. Drawings showing proposed type, locations and mounting details of all fire extinguishers proposed for installation in each facility.

3.13.7 Heating, Ventilating, and Air Conditioning

Refer to specification section 01015 TECHNICAL REQUIREMENTS paragraph 6.

3.13.7.1 Drawing Requirements

The following specific items shall be shown when applicable.

a. Flow Diagrams of all Systems. The diagrams shall include equipment, all ductwork including sizes and flow rates, all dampers, and miscellaneous accessories for the duct systems, and the instrumentation and control devices for the systems.

b. Plans showing layout and details of the final version of all HVAC systems. The location, arrangement, capacity, and space requirements of all equipment shall be indicated. Selected zones of air distribution shall be sufficiently completed to indicate the solution of the design for the remainder of the system and the precautions taken to coordinate the design with the architectural, structural and electrical phases of construction.

(1) Single-line ducting layouts are not sufficient to adequately plan major installations and check interferences.

(2) All ductwork and fittings shall be drawn to scale by double-line layouts.

(3) All equipment shall be outlined to scale, and maintenance or removal space shall be indicated by dotted lines.

(4) Removal, replacement, or moving space must be considered for the largest and heaviest equipment when a drawing is made.

- (5) In plans, sections, and details, these same rules should apply.
- (6) Vertical control for horizontal runs of ductwork, etc. shall be clearly delineated on the drawings. The drawings, by sections, elevations, or notes, shall show vertical control of ductwork. The design shall ensure sufficient vertical clear height has been provided.
- (7) Registers, diffusers, grilles, dampers, turning vanes, transitions, valves, etc. shall be shown and identified as final design.
- (8) Equipment to be furnished and/or installed by others.

c. Equipment Schedules. The final form of all equipment schedules which will be included in the project shall be shown with specific equipment data filled in.

3.13.8 Plumbing

Refer to specification section 01015 TECHNICAL REQUIREMENTS paragraph 7.

3.13.8.1 Design Drawings

The plans shall include, but not be limited to the following:

- a. Locations and arrangement of all plumbing fixtures and equipment.
- b. Layout of domestic water, sewer, and all other piping systems used in the building, including sections and details, especially of congested areas, etc.
- c. Vertical control for horizontal runs of piping, etc. shall be clearly delineated on the drawings. The drawings, by sections, elevations, or notes, shall show vertical of piping. The design shall ensure that sufficient vertical clear height has been provided.
- d. Equipment Schedules. The final form of all equipment schedules which will be included in the project shall be shown with the equipment data filled in. Equipment schedules giving capacities, working temperatures and pressures, and other pertinent data necessary to give a clear and concise description of all equipment.

3.13.9 Special Mechanical Systems and Equipment

Refer to specification section 01015 TECHNICAL REQUIREMENTS paragraph 6.

3.13.10 Electrical

Drawings shall show approximate location of the site distribution transformer(s), power and lighting floor plans showing panels, load centers, switches, receptacles and smoke detectors, emergency lights, exit signs, fire alarm control panel and related devices on a floor level. Exterior drawing(s) shall also show routing of the utilities, street and area light pole locations and distance between poles.

3.14 GOVERNMENT APPROVED CONSTRUCTION SUBMITTALS (Required During Construction)

3.14.1 General

Since this contract requires that the drawings and specifications specify specific proprietary materials, equipment, systems, and patented processes by trade name, make, or catalog number, it is anticipated that construction shop drawings will primarily be limited to testing, construction plans (e.g., Contractor Quality Control, Accident Prevention, Resident Management System, Area Use etc), schedules (Project Schedule/Network Analysis), certificates of compliance, reports, records/statements and variations.

3.14.1.1 Variations

After design submittals have been reviewed and cleared for construction by the Contracting Officer, no submittal for the purpose of substituting materials, equipment, systems, and patented processes will be considered by the Government unless submitted in accordance with the paragraph entitled VARIATIONS.

3.14.1.2 Additional Shop Drawings and Submittals

In accordance with the paragraph entitled DESIGN DISCREPANCIES, the Government may request the Design-Build Contractor to provide additional shop drawing and submittal type data subsequent to completion of the design.

3.14.2 Incomplete Design

The Design-Build Contractor shall not use construction submittals as a means to supplant and/or supplement an incomplete design effort.

3.14.3 Government Approval of Construction Submittals

The approval of construction submittals by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of design construction, materials, detailing and other information are satisfactory. Approval will not relieve the Design-Build Contractor of the responsibility for any error which may exist, as it is the sole responsibility of the Design-Build Contractor to certify that each submittal has been reviewed in detail and is in strict conformance with all the contract documents and design criteria referenced therein.

3.14.4 Submittals

Submittals (other than shop drawings) shall be limited to items such as Plans (e.g., Quality Control Plan, Accident Prevention Plan, Area Use Plan etc.), Certificates of Compliance, Installation Instructions, Manufacturer's Catalog Data, Descriptive Literature/Illustrations, Factory and Field Test Reports, Performance and Operational Test Data Reports, Records, Operation and Maintenance Manuals, and required variations.

3.14.5 Government Review

Upon completion of review of construction submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Three (3) copies of the submittal will be retained by the Contracting Officer and one (1) copy of the submittal will be returned to the Design-Build Contractor.

3.15 For Information Only Submittals

These submittals shall be checked, stamped, signed and dated by the Design-Build Contractor's Quality Control Engineer, certifying that such submittal complies with the contract requirements. All Contractor submittals shall be subject to review by the Government at any time during the course of the contract. Any Contractor submittal found to contain errors or omissions shall be resubmitted as one requiring "approval". No adjustment for time or money will be allowed for corrections required as a result of noncompliance with plans or specifications. Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. These submittals will be used for information purposes. The Government reserves the right to require the Design-Build Contractor to resubmit any item found not to comply with the contract. This does not relieve the Design-Build Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the Contracting Officer from requiring removal and replacement if nonconforming material is incorporated in the work.

3.16 ATTACHMENTS

The following attachments form an integral part of this specification:

Attachment I SUBMITTAL SCHEDULE
Attachment II A-E CONTRACTOR'S REQUIREMENTS LIST
Attachment III SUBMISSION REQUIREMENTS LIST
Attachment IV PROJECT BINDER REQUIREMENTS LIST

ENG FORM 4025 - Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificate of Compliance (2 pages)

Attachment VI

ENG FORM 4288 - Submittal Register

- Figure 1 - Index Sheet Logo/Signature Block (A-E)
- Figure 2 - Continuation Sheet Logo/Signature Block (A-E)
- Figure 3 - Title Block for Continuation Sheets
- Figure 4 - None
- Figure 5 - Finished Format Size

ATTACHMENT I

SUBMITTAL SCHEDULE:

Table of submittal and meetings required by specifications

(Not necessarily all inclusive- contractor to adhere to requirements as stated in the specifications).

Description W917PM-06-R-0090	Required by Specification Section:	Due by: Page 295 of 349
Charrette	01010, 2.G	Scheduled by Government within one week of contract award
Preliminary design submittal (35%)	01010, 2.G	45 days after contract award
Master Plan	01010, 2.2	14 days after contract award
Final design submittal (99%)	01335, 3.5.1	96 days after contract award
100% design submittal	01335, 3.5.1.2	138 days after contract award
Design concept coordination meeting	01335, 3.1.1	monthly
Conference minutes	01335, 3.3.1	Within 7 days of each conference
Contractor's objection to Government design review comments	01335, 3.3.4.1	Within 5 days of receipt of Governments review comments
Correction of design discrepancies	01335, 3.4.5	Within 3 days of observance
Contractor information	01312, 1.6.1.1	Within 14 days of receipt of QCS software from the Government
Subcontractor administrative data	01312, 1.6.1.2	Within 14 days of receipt of QCS software from the Government
Initial project schedule submission	01320, 3.4.2	Within 14 days of notice to proceed

ATTACHMENT II

A-E CONTRACTOR'S REQUIREMENTS LIST

Project Title: Garrison MWR-Fire Station-Public Works -Gardez

A-E Contract Number: _____

The items of work indicated by a check mark are part of this contract. These Items of Work shall be provided in strict accordance with requirements of "Guide for Architect-Engineer Firms Performing Services for the Chesapeake Division, Naval Facilities Engineering Command."

- ☒ 1 Pre-Design Conference
- ☒ 2 Design Quality Assurance/Quality Control Plan
- ☒ 3 Concept Master Plan Submission
- ☒ 4 Preliminary Design (35%) Submission
- ☒ 5 Final Draft Design (99%) Submission
- ☒ 6 Contract Documents (100%) Submission
- ☒ 7 Final Submission
- ☐ 8 Bid Package Analysis
- ☐ 9 Energy Conservation Study
- ☐ 10 Energy Conservation Report
- ☐ 11 ECIP Analysis
- ☐ 12 Energy Systems Operations Guide
- ☐ 13 Environmental Permits Report
- ☒ 14 Fire Protection Analysis/Water Flow Test
- ☐ 15 Interior Design Services
- ☐ 16 Model
- ☐ 17 NCPC/CFA Presentation
- ☐ 18 Post Construction Award Services (OPTIONAL)
- ☐ 19 Parametric Estimating and Programming (PEP)
- ☐ 20 Rendering
- ☒ 21 Soil Borings and Soil Study Analysis
- ☒ 22 Topographic Survey
- ☒ 23 Value Engineering (VE) Services
- ☐ 24 Value Engineering Team Study (VETS) Services
- ☒ 25 Record (As-Built) Drawings
- ☒ 26 Sediment and Erosion Control
- ☒ 27 Stormwater Management Study
- ☒ 28 Hazardous Materials Report
- ☒ 29 Comprehensive Maintenance Plan
- ☒ 30 Project Binder

ATTACHMENT III

SUBMISSION REQUIREMENTS LIST (INDICATES NUMBER OF COPIES TO BE SUBMITTED)

SUBMISSIONS	AED Qalaa House	Resident Engineer Field Office	TAC State side	AED Project Manger	-
1. Design Quality Assurance/Control Plan				1	
2. Concept				1	
Preliminary cost estimate				1	
3. PHRASE I - (35%) Concept/ Preliminary Design					
35% Preliminary Design Drawings	1 full size, 2 half size	1 half size			
Preliminary Specifications	2	1			
Calculations	2	1			
Basis of Design Analysis Report (with Code analysis)	2	1			
4. PHRASE II - (99%) Final Draft Design					
99% Final Draft Design Construction Drawings	1 full size, 2 half size	1 half size			
Specifications	2	1			
Cost Estimate					
Calculations	2	1			
Basis of Design Analysis Report (with Code analysis)	2	1			
Color board/ Sample Board	1	1			
CD of entire Submittal (CADD and PDF format)	1	1			
5. PHRASE III - (100%) Complete Design					
100% Complete Design Construction Drawings	1 full size, 2 half size	1 half size			

Specifications	2	1			
Basis of Design Analysis Report (with Code analysis)	2	1			
Calculations	2	1			
CD of entire submittal (PDF format and bound CADD)	1	1			
Submittal Status Log	2	1			
Color board/ Sample Board (Updated only)	1	1			
6. Final Design Submission					
Final Design Construction Drawings Documents	1 full size 1 half size	1 half size			
Specifications	1	1			
Calculations	1	1			
CD of entire submittal (bound CADD & PDF format)	1	1			
Submittal Status Log	1	1			
Color board/ Sample Board (Updated only)	1	1			
6. AS-BUILT					
AS-BUILT Construction Drawing Documents		1			
AS-BUILT Bound Specifications		1			
CD of AS-BUILT (Bound CADD and PDF format)		1			
7. FINAL GOVERNMENT APPROVED AS-BUILT					
AS-BUILT Construction Drawing Documents (Full Size -Mylar)	1 Mylar set 1_half size	1 half size			
AS-BUILT Bound Specifications	1	1			
CD of AS-BUILT (Bound CADD and PDF format, all document reports in bind PDF format)	1	1			

Project Binder	1	1			
Comprehensive Maintenance Plan (O&M Manual and CD)	4	1			

Half size drawings prints shall be **TRUE scaleable Half Size** drawings prints (NOT scale to fit).

AFGHANISTAN ENGINEER DISTRICT

(1) DHL, FEDEX, UPS or any other courier service:

U.S. Army Corps of Engineers
Afghanistan Engineer District
House # 1, St. #1 West
West Wazir Akbar High School
Behind Amani High School
Kabul, Afghanistan
Attn.: Engineering Department

Resident Area Engineer Office, AED
U.S. Army Corps of Engineers,
Task Force Phoenix 4
RCAG-E/Gardez (USACE)
APO AE 09320

(2) U.S. Postal Service:

USACE, AED
ATTN: QALAA House
APO AE 09356
Attn: Engineering Department

Resident Area Engineering Office, AED
U.S. Army Corps of Engineers
Task Force Phoenix 4
RCAG-E/Gardez (USACE)
APO AE 09320

ATTACHMENT IV

PROJECT BINDER

For the final submission, the A-E is to provide a three ring binder for this project. The binder shall have both front and side labels identifying the project title, location, United States Army Corps of Engineers, AE Contract No, Customer REQUEST No, Date, AE address, shall contain the following:

TAB 1: 1CD-ROM containing Electronic Bid Set, the native AutoCAD files, Specs Intact Files, Final Project Cost Estimate, and other project files needed.

TAB 2: Copy of the Design- Build estimate of services
Copy of the DD1155 (complete) if applicable
Copy of any DD30'S (complete) if applicable

TAB 3: A list of all key projects

TAB 4 Final Estimate of probable construction costs

TAB 5 Project comments to each submittal review
AE response to all comments

TAB 6 Drawings, in 8 1/2 x 11 format (from the PDF files)

TAB 7 Specifications, complete

TAB 8 Project Document Sheet indicating
Special Project Construction/ Phasing Requirements
Construction Duration

TAB 9 Open- Additional Project Items not included elsewhere (i.e.,1391s, hazmat report, Equipment inventories, moving requirements, etc)

W917PM-06-R-0090

TRANSMITTAL NO.

MANUFACTURER'S CERTIFICATES OF COMPLIANCE

DATE

(This section will be initiated by the contractor)

CHECK ONE:

FROM:

PROJECT TITLE AND LOCATION

[illegible]

I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as other wise stated.

NAME AND SIGNATURE OF CONTRACTOR

SECTION II - APPROVAL ACTION

ENCLOSURES RETURNED (List by Item No.)

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- | | |
|--|--|
| <p>A -- Approved as submitted.</p> <p>B -- Approved, except as noted on drawings.</p> <p>C -- Approved, except as noted on drawings.
Refer to attached sheet resubmission required.</p> <p>D -- Will be returned by separate correspondence.</p> | <p>E -- Disapproved (See attached).</p> <p>F -- Receipt acknowledged.</p> <p>FX -- Receipt acknowledged, does not comply
as noted with contract requirements.</p> <p>G -- Other (<i>Specify</i>)</p> |
|--|--|

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

Contractor - Furnished Design Documents Submittal Register		Contract Title & Location:			
		Contractor:		Contract Number:	
Submittal Identification Nº.	NAS Activity Code	Description of Document (s)	Contractor Submittal Date	Government Action	
				Receipt Date	Construction Clearance Date

CONTRACT NO.

TITLE AND LOCATION

SPECIFICATION SECTION

ENG FORM 4288-R, MAR 95 EDITION OF SEP 93 IS OBSOLETE. PAGE 1 OF _____ PAGES (Proponent: CEMP-CE)

On Form 602, this space could be used for graphic scales and Architect or Engineer's seal, if required.

U.S. AFG

FISCAL YEAR

100 MM

6 MM

2

INSTALLATION LOCATION

TITLE OF PROJECT

PDC: XXXXXXXX

SHEET NAME

PROJECT NUMBER

42 MM TYP.

1

SIGNATURES AFFIXED BELOW INDICATE OFFICIAL RECOMMENDATION AND APPROVAL OF ALL DRAWINGS IN THIS SET AS INDEXED ON THIS SHEET

REVIEWED BY: *

TITLE: CHIEF, DESIGN BRANCH DATE:

APPROVED BY: *

TITLE: CHIEF, ENGR & CONST DIV. DATE:

6 MM

36 MM

6 MM

G H

(* AS REQUIRED BY ENGR'G. CIRCULAR 1110-1-76)

Sheet Reference Number:

X-0001

SHEET 1 OF 20

Figure 1 – sheet number/description; AED title block

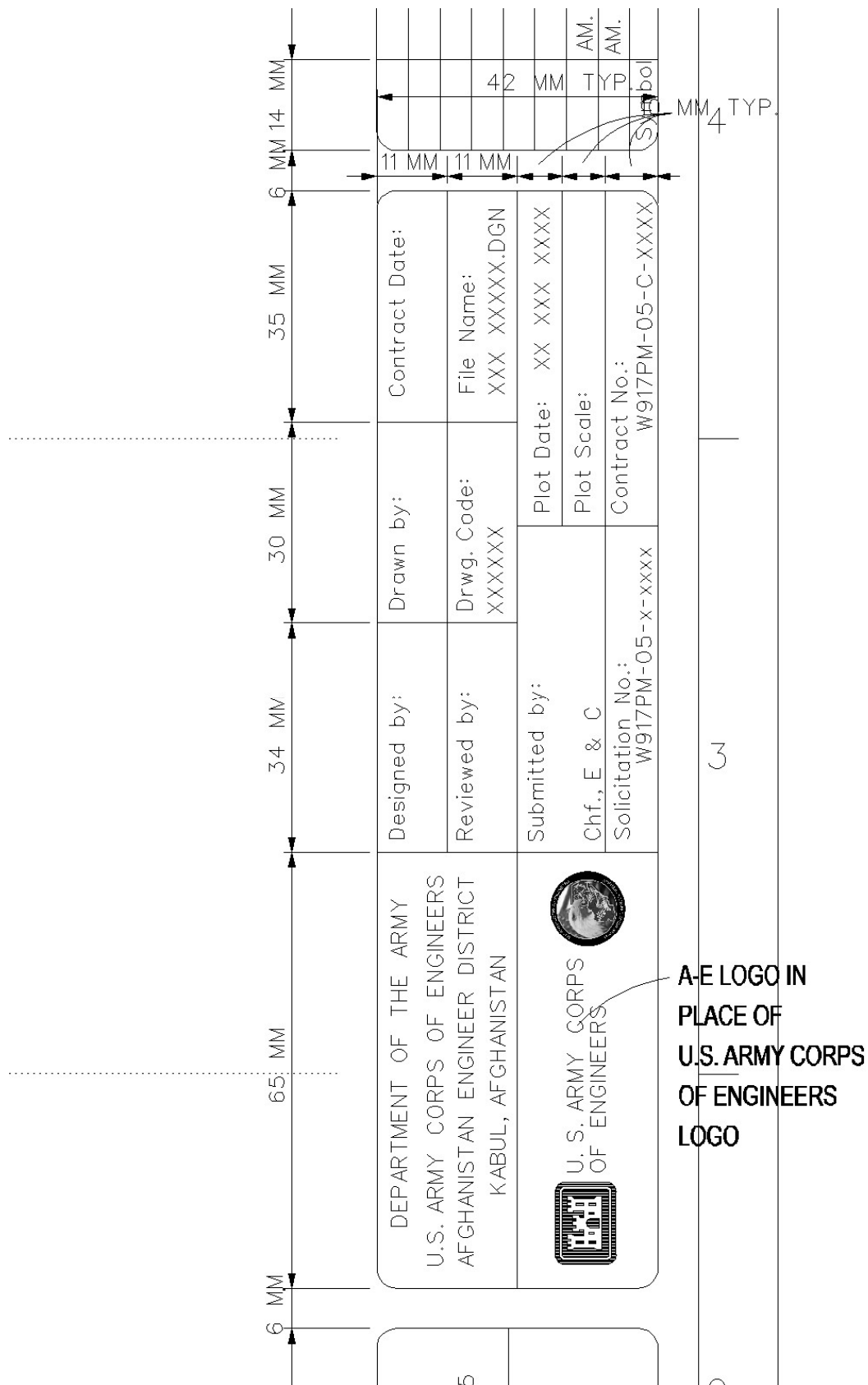


Figure 2 – A-E logo/designed by/reviewed by; AED title block

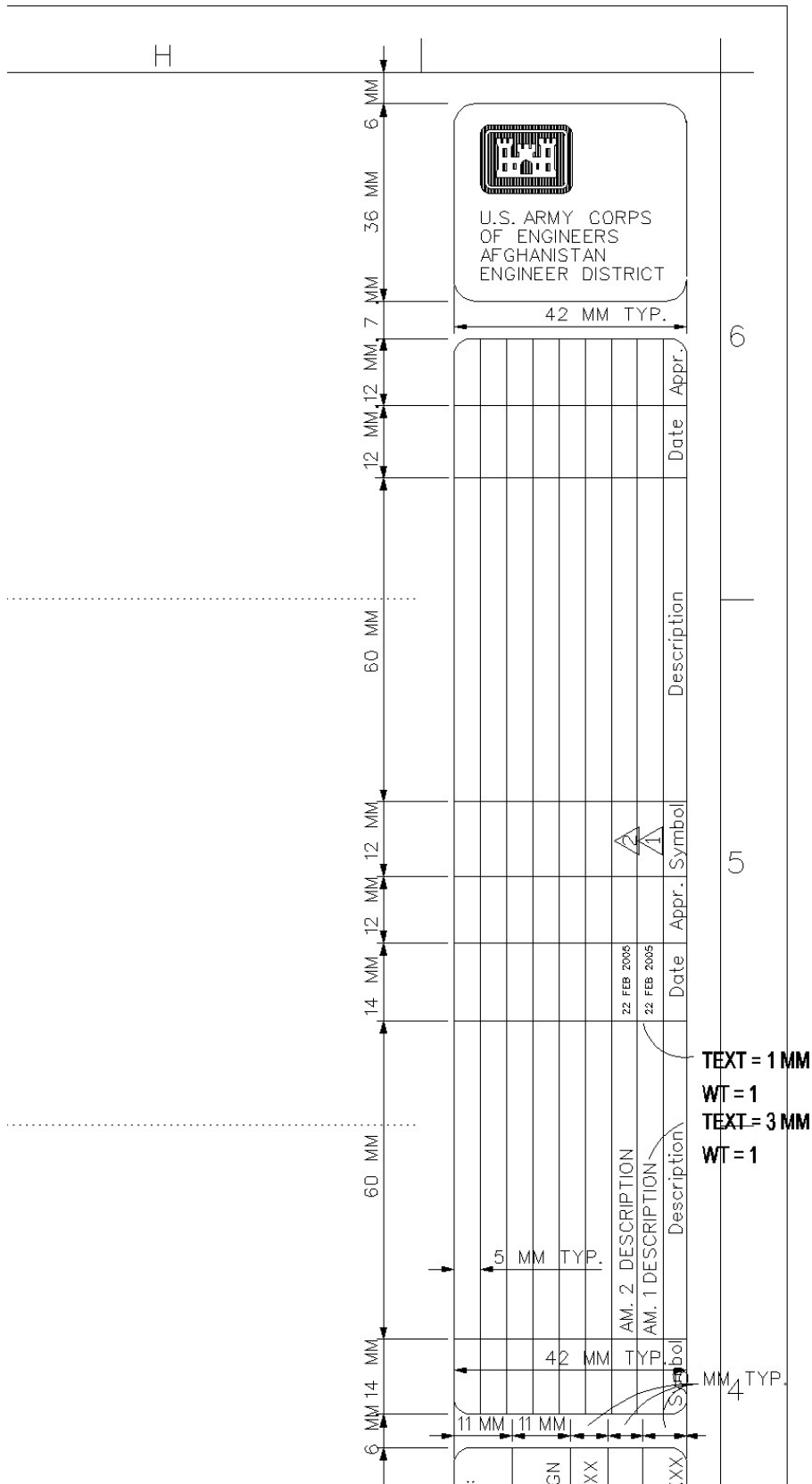
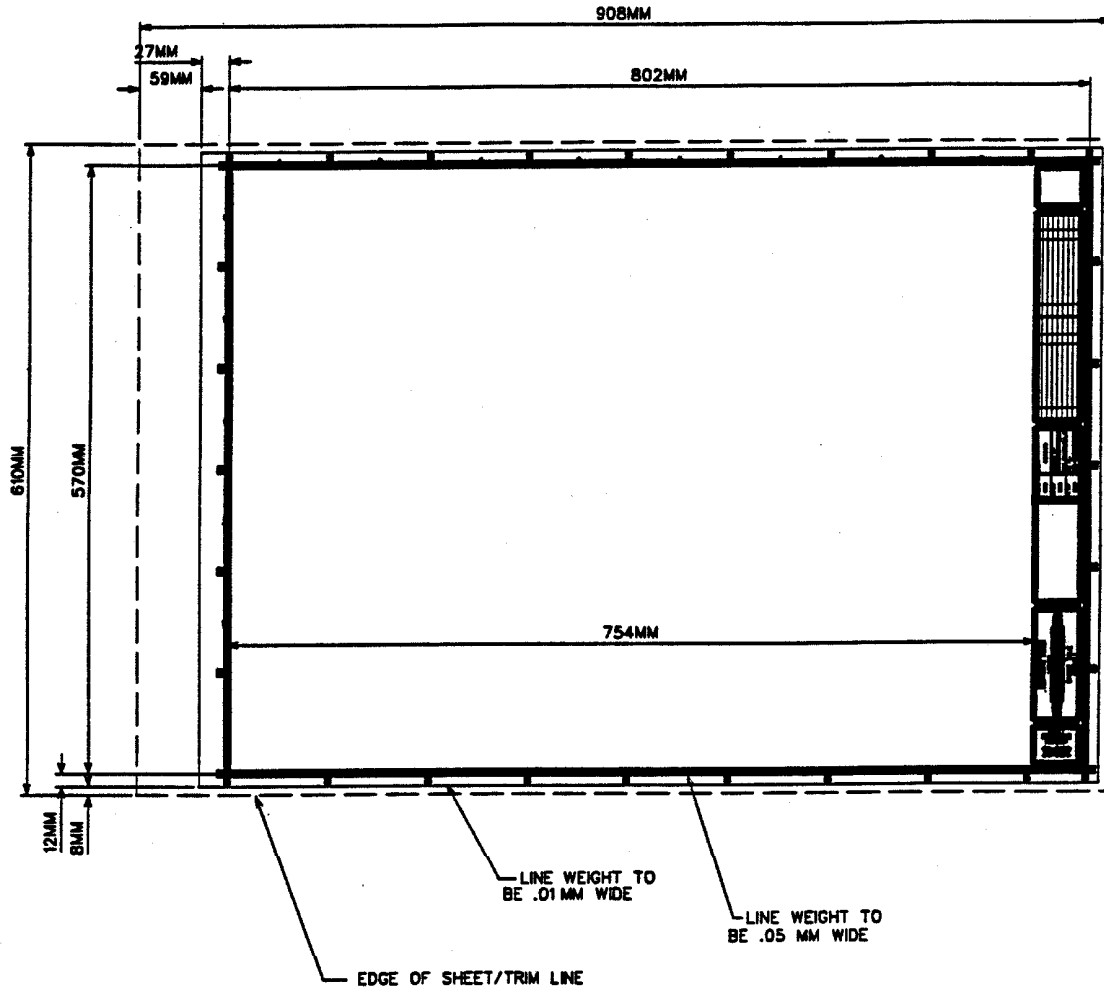


Figure 3 - revision block; AED title block

FINISHED FORMAT SIZE

**NOTES:**

1. SEE FIGURES 6 THRU 9 FOR TITLE BLOCK DEFINITIONS.

SECTION 01415

METRIC MEASUREMENTS

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM INTERNATIONAL (ASTM)

ASTM E 621	(1994; R 1999e1) Use of Metric (SI) Units in Building Design and Construction (Committee E-6 Supplement to E380)
ASTM SI 10	(2002) American National Standard for Use of the International System of Units (SI): The Modern Metric System

1.2 GENERAL

This project includes metric units of measurements. The metric units used are the International System of Units (SI) developed and maintained by the General Conference on Weights and Measures (CGPM); the name International System of Units and the international abbreviation SI were adopted by the 11th CGPM in 1960. A number of circumstances require that both metric SI units and English inch-pound (I-P) units be included in a section of the specifications. When both metric and I-P measurements are included, the section may contain measurements for products that are manufactured to I-P dimensions and then expressed in mathematically converted metric value (soft metric) or, it may contain measurements for products that are manufactured to an industry recognized rounded metric (hard metric) dimensions but are allowed to be substituted by I-P products to comply with the law. Dual measurements are also included to indicate industry and/or Government standards, test values or other controlling factors, such as the code requirements where I-P values are needed for clarity or to trace back to the referenced standards, test values or codes.

1.3 USE OF MEASUREMENTS IN SPECIFICATIONS

Measurements in specifications shall be either in SI or I-P units as indicated, except for soft metric measurements or as otherwise authorized. When only SI or I-P measurements are specified for a product, the product shall be procured in the specified units (SI or I-P) unless otherwise authorized by the Contracting Officer. The Contractor shall be responsible for all associated labor and materials when authorized to substitute one system of units for another and for the final assembly and performance of the specified work and/or products.

1.3.1 Hard Metric

A hard metric measurement is indicated by an SI value with no expressed correlation to an I-P value. Hard metric measurements are often used for field data such as distance from one point to another or distance above the floor. Products are considered to be hard metric when they are manufactured to metric dimensions or have an industry recognized metric designation.

1.3.2 Soft Metric

- 3 A soft metric measurement is indicated by an SI value which is a mathematical conversion of the I-P value shown in parentheses (e.g. 38.1 mm (1-1/2 inches)). Soft metric measurements are used for measurements pertaining to products, test values, and other situations where the I-P units are the standard for manufacture, verification, or other controlling factor. The I-P value shall govern while the metric measurement is provided for information.
- 4 A soft metric measurement is also indicated for products that are manufactured in industry designated metric dimensions but are required by law to allow substitute I-P products. These measurements are indicated by a manufacturing hard metric product dimension followed by the substitute I-P equivalent value in parentheses (e.g., 190 x 190 x 390 mm (7-5/8 x 7-5/8 x 15-5/8 inches)).

1.3.3 Neutral

A neutral measurement is indicated by an identifier which has no expressed relation to either an SI or an I-P value (e.g., American Wire Gage (AWG) which indicates thickness but in itself is neither SI nor I-P).

1.4 COORDINATION

Discrepancies, such as mismatches or product unavailability, arising from use of both metric and non-metric measurements and discrepancies between the measurements in the specifications and the measurements in the drawings shall be brought to the attention of the Contracting Officer for resolution.

1.5 RELATIONSHIP TO SUBMITTALS

Submittals for Government approval or for information only shall cover the SI or I-P products actually being furnished for the project. The Contractor shall submit the required drawings and calculations in the same units used in the contract documents describing the product or requirement unless otherwise instructed or approved. The Contractor shall use ASTM SI 10 and ASTM E 621 as the basis for establishing metric measurements required to be used in submittals.

-- End of Section -

SECTION 01452

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Section 00010 Supplies or Services and Prices/Costs.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor is responsible for quality control and shall establish and maintain an effective quality control plan. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

3.2 QUALITY CONTROL PLAN

3.2.1 General

The Contractor shall furnish for review by the Government, not later than fourteen (14) days after award of the task order, the Contractor Quality Control (CQC) Plan. The plan shall identify personnel, procedures, controls, instructions, tests, records, and forms to be used. Construction will be permitted to begin only after acceptance of the CQC Plan.

3.2.2 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager.

- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
- e. Control, verification, and acceptance testing procedures.
- f. Procedures for tracking construction deficiencies from identification through acceptable corrective action.

3.2.3 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction period. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 7 calendar days prior to the Coordination Meeting.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 General

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization that shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor may provide as part of the CQC organization specialized personnel to assist the CQC System Manager. This individual may be an employee of the prime or subcontractor. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

3.5 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.5.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/ materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- e. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to the contract and are properly stored.
- f. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Contractor shall document construction tolerances and workmanship standards for that feature of work.
- g. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- h. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable) and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report.

3.5.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- c. Resolve all differences.

d. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report.

3.5.3 Follow-Up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work that may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6 TESTS

3.6.1 Testing Procedures

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product that conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference and location where the test(s) were taken.

3.7 COMPLETION INSPECTION

3.7.1 Punch-Out Inspection

Near the completion of all work or any increment thereof established, the CQC System Manager shall conduct an inspection of the work and develop a punch list of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.7.2 Pre-Final Inspection

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.7.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary

management person, and the Contracting Officer's Representative shall be in attendance at this inspection. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost.

3.8 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- c. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- d. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- e. Off-site surveillance activities, including actions taken.
- f. Project evaluations stating what was checked, results, and instructions or corrective actions.
- g. Instructions given/received and conflicts in plans and/or specifications.
- h. Contractor's verification statement. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.9 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the

time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

SECTION 01525

SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS

PART 1 GENERAL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z359.1 (1999) Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components

ASME INTERNATIONAL (ASME)

ASME B30.3 (1996) Construction Tower Cranes

ASME B30.5 (2000) Mobile and Locomotive Cranes

ASME B30.8 (2000) Floating Cranes and Floating Derricks

ASME B30.22 (2000) Articulating Boom Cranes

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910 Occupational Safety and Health Standards for General Industry

29 CFR 1910.94 Ventilation

29 CFR 1910.120 Hazardous Waste Operations and Emergency Response

29 CFR 1910.146 Permit-required Confined Spaces

29 CFR 1915 Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment

29 CFR 1919 Gear Certification

29 CFR 1926 Safety and Health Regulations for Construction

29 CFR 1926 Subpart J Welding & Cutting

29 CFR 1926.62 Lead in Construction

29 CFR 1926.65 Hazardous Waste Operations and Emergency Response

29 CFR 1926.403 Electrical Requirements

29 CFR 1926.450 Scaffolds

29 CFR 1926.500 Fall Protection

29 CFR 1926.1101 Asbestos

U. S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (1996) Safety and Health Requirements Manual

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 10 (1998) Portable Fire Extinguishers

NFPA 51B (2003) Fire Prevention During Welding, Cutting, and
Other Hot Work

**NFPA 55 (2005) Storage, Use, and Handling of Compressed
Gases and Cryogenic Fluids in Portable and
Stationary Containers, Cylinders, and Tanks**

NFPA 70 (2002) National Electrical Code

NFPA 241 (2000) Safeguarding Construction, Alteration, and
Demolition Operations

1.2 SUBMITTALS

The following shall be submitted in accordance with Section 01335 SUBMITTAL PROCEDURES FOR DESIGN BUILD PROJECT:

Preconstruction Submittals

Accident Prevention Plan (APP)
Activity Hazard Analysis (AHA)
Crane Critical Lift Plan
Crane Work Plan
Proof of Qualification for Crane Operators

Test Reports

Reports

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."

Accident Reports
Monthly Exposure Reports
Regulatory Citations and Violations
Crane Reports

Certificates

Confined Space Entry Permit

1.3 DEFINITIONS

- a. **Competent Person for Fall Protection.** A person who is capable of identifying hazardous or dangerous conditions in the personal fall arrest system or any component thereof, as well as their application and use with related equipment, and has the authority to take prompt corrective measures to eliminate the hazards of falling.
- b. **High Visibility Accident.** Any mishap which may generate publicity and/or high visibility.
- c. **Low-slope roof.** A roof having a slope less than or equal to 4 in 12 (vertical to horizontal).
- d. **Medical Treatment.** Treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.
- e. **Multi-Employer Work Site (MEWS).** A multi-employer work site, as defined by OSHA, is one in which many employers occupy the same site. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors.
- f. **Operating Envelope.** The area surrounding any crane. Inside this "envelope" is the crane, the operator, riggers, rigging gear between the hook and the load, the load and the crane's supporting structure (ground, rail, etc.).
- g. **Qualified Person for Fall Protection.** A person with a recognized degree or professional certificate, extensive knowledge, training and experience in the field of fall protection who is capable of performing design, analysis, and evaluation of fall protection systems and equipment.
- h. **Recordable Injuries or Illnesses.** Any work-related injury or illness that results in:
 - (1) Death, regardless of the time between the injury and death, or the length of the illness;
 - (2) Days away from work;
 - (3) Restricted work;
 - (4) Transfer to another job;
 - (5) Medical treatment beyond first aid;

(6) Loss of consciousness; or

(7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

i. Site Safety and Health Officer (SSHO). The superintendent or other qualified or competent person who is responsible for the on-site safety and health required for the project. The Contractor quality control (QC) person cannot be the SSHO, even though the QC has safety inspection responsibilities as part of the QC duties.

j. Steep roof. A roof having a slope greater than 4 in 12 (vertical to horizontal).

k. "USACE" property and equipment specified in USACE EM 385-1-1 should be interpreted as Government property and equipment.

1.4 REGULATORY REQUIREMENTS

In addition to the detailed requirements included in the provisions of this contract, work performed shall comply with USACE EM 385-1-1 through the provisions of the Safety Phasing Plan (see appendix), and the applicable host nation laws, ordinances, criteria, rules and regulations. Matters of interpretation of standards shall be resolved in the preconstruction meeting during a safety partnering forum with affected contractor, subcontractor, and USACE personnel before starting work on the contract and each major phase of work. When strict compliance with the standards cannot be achieved, this meeting will develop procedures and guidelines for work to progress in a manner that provides a comparable degree of safety, as agreed by the partners. Where the requirements of this specification, applicable laws, criteria, ordinances, regulations, and referenced documents vary, the most stringent requirements shall apply.

1.5 DRUG PREVENTION PROGRAM

Conduct a proactive drug and alcohol use prevention program for all workers, prime and subcontractor, on the site. Ensure that no employee uses illegal drugs or consumes alcohol during work hours. Ensure there are no employees under the influence of drugs or alcohol during work hours.

1.6 SITE QUALIFICATIONS, DUTIES AND MEETINGS

1.6.1 Personnel Qualifications

1.6.1.1 Site Safety and Health Officer (SSHO)

The Contractor shall provide a Site Safety and Health Officer (SSHO) at each work site at all times work is being done to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The SSHO may not be designated to perform other duties. The SSHO shall meet the following requirements:

A minimum of 3 years safety work on similar project. 30-hour OSHA construction safety class or equivalent within last 3 years.

Competent person training as needed.

The contractor shall require all subcontractors to provide an equally-qualified, designated SSHO (may be collateral duty) if they are involved in any of the high hazard activities listed in the appendix to this clause.

1.6.1.2 Safety Program Manager

Each major contractor shall also have, in-country and immediately accessible to the SSHOs, a Safety Program Manager (SPM) that meets the following requirements (SPM may also act as a SSHO):

A minimum of 5 years safety work on similar projects. 30-hour OSHA construction safety class or equivalent within the last 5 years. An average of at least 24 hours of formal safety training each year for the past 5 years. Competent person training as needed for the project operations.

1.6.1.3 Competent Person for Confined Space Entry

Provide a competent person meeting the requirements of EM 385-1-1 who is assigned in writing by the Designated Authority to assess confined spaces and who possesses demonstrated knowledge, skill and ability to:

- a. Identify the structure, location, and designation of confined and permit-required confined spaces where work is done;
- b. Calibrate and use testing equipment including but not limited to, oxygen indicators, combustible gas indicators, carbon monoxide indicators, and carbon dioxide indicators, and to interpret accurately the test results of that equipment;
- c. Perform all required tests and inspections specified in EM 385-1-1 Section 06.I
- d. Assess hazardous conditions including atmospheric hazards in confined space and adjacent spaces and specify the necessary protection and precautions to be taken;
- e. Determine ventilation requirements for confined space entries and operations;
- f. Assess hazards associated with hot work in confined and adjacent space and determine fire watch requirements; and,
- g. Maintain records required

1.6.1.4 Competent Person for the Health Hazard Control and Respiratory

Protection Program

When operations will include potential exposure to hazardous atmospheres, provide a competent person meeting the requirements of EM 385-1-1 who is in-country and immediately accessible to the site safety and health officers and is:

- a. Capable by education, specialized training and/or experience of anticipating, recognizing, and evaluating employee exposure to hazardous chemical, physical and biological agents in accordance with USACE EM 385-1-1, Section 6.

- b. Capable of specifying necessary controls and protective actions to ensure worker health.

1.6.1.5 Crane Operators

Crane operators shall meet the requirements in USACE EM 385-1-1, Section 16 and Appendix G, as modified during the safety partnering forum.

1.6.2 Personnel Duties

1.6.2.1 Site Safety and Health Officer (SSHO)/ Superintendent

- a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Safety inspection logs shall be attached to the Contractors' daily quality control report.
- b. Conduct mishap investigations and complete required reports. Maintain the Deficiency accident/ injury log for prime and sub-contractors.
- c. Maintain applicable safety reference material on the job site.
- d. Attend the pre-construction conference, pre-work meetings including safety partnering forum, preparatory inspection meeting, and periodic in-progress meetings.
- e. Implement and enforce accepted APPS and AHAs.
- f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. A list of unresolved safety and health deficiencies shall be posted on the safety bulletin board.
- g. Ensure sub-contractor compliance with safety and health requirements.

Failure to perform the above duties will result in dismissal of the superintendent and/or SSHO, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

1.6.2.2 Safety Program Manager

- a. Perform safety and occupational health management, surveillance, inspections, and safety enforcement for the program.
- b. Perform as the safety and occupational health "competent person" as defined by USACE EM 385-1-1.
- c. Be on-site at least monthly whenever work or testing is being performed.
- d. Conduct and document safety inspections.

- e. Shall have no other duties other than safety and occupational health management, inspections, and enforcement on this contract.

If the SPM is appointed as an SSHO all duties of that position shall also be performed.

1.6.3 Meetings

1.6.3.1 Preconstruction Conference

- a. The Contractor will be informed, in writing, of the date of the preconstruction conference. The purpose of the preconstruction conference is for the Contractor and the Contracting Officer's representatives to become acquainted and explain the functions and operating procedures of their respective organizations and to reach mutual understanding relative to the administration of the overall project's Accident Prevention Plan (APP) before the initiation of work.
- b. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).
- c. The Contractor shall discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Contracting Officer's representative as to which phases will require an analysis. In addition, a schedule for the preparation, submittal, review, and acceptance of AHAs shall be established to preclude project delays.
- d. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Work shall not begin until there is an accepted APP.
- e. The functions of a Preconstruction conference may take place at the Post-Award Kickoff meeting for Design Build Contracts.

1.6.3.2 Weekly Safety Meetings

Safety Meetings shall be conducted and documented as required by EM 385-1-1. Minutes showing contract title, signatures of attendees and a list of topics discussed shall be attached to the Contractors' daily quality control report.

1.6.3.3 Work Phase Meetings

The appropriate AHA shall be reviewed and attendance documented by the Contractor at the preparatory, initial, and follow-up phases of quality control inspection. The analysis should be used during daily inspections to ensure the implementation and effectiveness of safety and health controls.

1.7 TRAINING

1.7.1 New Employee Indoctrination

New employees (prime and sub-contractor) will be informed of specific site hazards before they begin work. Documentation of this orientation shall be kept on file at the project site.

1.7.2 Periodic Training

Provide Safety and Health Training in accordance with USACE EM 385-1-1 and the accepted APP meeting the guidelines of the applicable phase of the attached Safety Phasing plan. Ensure all required training has been accomplished for all onsite employees.

1.7.3 Training on Activity Hazard Analysis (AHA)

Prior to beginning a new phase, training will be provided to all affected employees to include a review of the AHA to be implemented.

1.8 ACCIDENT PREVENTION PLAN (APP)

The Contractor shall use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". Specific requirements for some of the APP elements are described below. The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated CSP and/or CIH.

Submit the APP to the Contracting Officer 30 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted plan.

Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified.

Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate/remove the hazard. In the interim, all necessary action shall be taken to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by ANSI/ASSE A10.34) and the environment.

Copies of the accepted plan will be maintained at the Contracting Officer's office, Resident engineer's office and at the job site. The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

1.8.1 EM 385-1-1 Contents

In addition to the requirements outlines in Appendix A of USACE EM 385-1-1, the following is required:

- a. Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be used such as the SPM. The duties of each position shall be specified.
- b. Qualifications of competent and of qualified persons. As a minimum, competent persons shall be designated and qualifications submitted for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and maintenance.
- c. Confined Space Entry Plan. Develop a confined space entry plan in accordance with USACE EM 385-1-1, and the procedures outlined in OSHA standard 29 CFR 1910. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)
- d. Health Hazard Control Program. The Contractor shall designate a competent and qualified person to establish and oversee a Health Hazard Control Program in accordance with USACE EM 385-1-1, Section 6. The program shall ensure that employees, on-site Government representatives, and others, are not adversely exposed to chemical, physical and biological agents and that necessary controls and protective actions are instituted to ensure health.
- e. Alcohol and Drug Abuse Plan
 - (1) Description of the on-site prevention program
- f. Fall Protection and Prevention (FP&P) Plan. The plan shall be site specific and address all fall hazards in the work place and during different phases of construction. It shall address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 1.8 m (6 feet). A qualified person for fall protection shall prepare and sign the plan. The plan shall include fall protection and prevention systems, equipment and methods employed for every phase of work, responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Fall Protection and Prevention Plan shall be revised at each Safety Phase for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. The accepted Fall Protection and Prevention Plan shall be kept and maintained at the job site for the duration of the project. The Fall Protection and Prevention Plan shall be included in the Accident Prevention Plan (APP).

g. Training Records and Requirements. List of mandatory training and certifications which are applicable to this project; list of requirements for periodic retraining/certification; outline requirements for supervisory and employee safety meetings.

h. Occupant Protection Plan (as applicable). The safety and health aspects of lead-based paint removal.

i. Lead Compliance Plan (as applicable). The safety and health aspects of lead work.

j. Asbestos Hazard Abatement Plan (as applicable). The safety and health aspects of asbestos work.

l. Site Safety and Health Plan (as applicable).

m. PCB Plan (as applicable). The safety and health aspects of Polychlorinated Biphenyls work.

n. Site Demolition Plan (as applicable).

o. Excavation Plan (as applicable).

p. Crane Critical Lift Plan. Prepare and sign weight handling critical lift plans for lifts over 75 percent of the capacity of the crane or hoist (or lifts over 50 percent of the capacity of a barge mounted mobile crane's hoists) at any radius of lift; lifts involving more than one crane or hoist; lifts of personnel; and lifts involving non-routine rigging or operation, sensitive equipment, or unusual safety risks. The plan shall be submitted 15 calendar days prior to on-site work and include the requirements of USACE EM 385-1-1, paragraph 16.C.18. and the following:

(1) For lifts of personnel, the plan shall demonstrate compliance with the requirements of 29 CFR 1926.550(g).

(2) For barge mounted mobile cranes, barge stability calculations identifying barge list and trim based on anticipated loading; and load charts based on calculated list and trim.

The amount of list and trim shall be within the crane manufacturer's requirements.

1.9 ACTIVITY HAZARD ANALYSIS (AHA)

The Activity Hazard Analysis (AHA) shall be in accordance with USACE EM 385-1-1. Submit the AHA for review at least 15 calendar days prior to the start of each work phase. Format subsequent AHA as amendments to the APP. An AHA will be developed by the Contractor for every operation involving a type of work presenting hazards not experienced in previous project operations or where a new work crew or subcontractor is to perform work. The analysis must identify and evaluate hazards and outline the proposed methods and techniques for the safe completion of each phase of work. At a minimum, define activity being performed, sequence of work, specific safety and health hazards anticipated, control measures (to include personal protective equipment) to eliminate or reduce each hazard to acceptable levels, equipment to be used, inspection requirements, training requirements for all involved, and the competent person in charge of that phase of work. For work with fall hazards, including fall hazards associated with scaffold erection and removal, identify the appropriate fall protection methods used. For work with materials handling equipment, address safeguarding measures related to materials handling equipment. For work requiring excavations, include requirements for safeguarding excavations. An activity requiring an AHA shall not proceed until the AHA has been accepted by the Contracting Officer's representative and a meeting has been conducted by the Contractor to discuss its contents with everyone

engaged in the activity, including on-site Government representatives. The Contractor shall document meeting attendance at the preparatory, initial, and follow-up phases of quality control inspection. The AHA shall be continuously reviewed and, when appropriate, modified to address changing site conditions or operations. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

Activity hazard analyses shall be updated as necessary to provide an effective response to changing work conditions and activities. The on-site superintendent, site safety and health officer and competent persons used to develop the AHAs, including updates, shall sign and date the AHAs before they are implemented.

1.10 DISPLAY OF SAFETY INFORMATION

Within 5 calendar days after commencement of work, erect a safety bulletin board at the job site. The following information shall be displayed on the safety bulletin board in clear view of the on-site construction personnel, maintained current, and protected against the elements and unauthorized removal:

- a. Map denoting the route to the nearest emergency care facility.
- b. Emergency communication procedures.
- c. Copy of the most up-to-date APP.
- d. Current AHA(s).
- e. A sign indicating the number of hours worked since last lost workday accident.
- f. Safety and Health Warning Posters.

1.11 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project. Maintain applicable equipment manufacturer's manuals or if not available, general safety procedures for the type of equipment.

1.12 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment.
Government will assist as possible to arrange emergency medical treatment.

1.13 REPORTS

1.13.1 Accident Reports

For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the USACE Accident Report Form 3394 and provide the report to the Contracting Officer within 5 calendar days of the accident. The Contracting Officer will provide copies of any required or special forms.

1.13.2 Accident Notification

Notify the Contracting Officer as soon as practical, but not later than eight hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

1.13.3 Monthly Exposure Reports

The attached Safety Exposure Report (CEAED Form 385-1a-R) is required to be attached to the monthly billing request when submitted to the Contracting Officer. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. The Contracting Officer will provide copies of any additional special forms.

1.13.4 Crane Reports

Submit crane inspection reports required in accordance with USACE EM 385-1-1, Appendix H and as specified herein with Daily Reports of Inspections.

The Contractor shall provide a Certificate of Compliance for each crane entering an activity under this contract. Certificate shall state that the crane and rigging gear meet applicable OSHA regulations (with the Contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926 and USACE EM 385-1-1 section 16 and Appendix H. Certify on the Certificate of Compliance that the crane operator(s) is qualified and trained in the operation of the crane to be used. The Contractor shall also certify that all of its crane operators have been trained in the proper use of all safety devices (e.g., anti-two block devices). These certifications shall be posted on the crane.

1.13.5 Hot Work

Prior to performing "Hot Work" (welding, cutting, etc.) or operating other flame-producing/spark producing devices, a written permit shall be requested from the designated SSHO. **CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED.** The Contractor will provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with NFPA 51B and remain on-site for a minimum of 30 minutes after completion of the task or as specified on the hot work permit.

When starting work, Contractors shall require their personnel to familiarize themselves with the location of the nearest fire alarm boxes. ANY FIRE, NO MATTER HOW SMALL, SHALL BE REPORTED TO THE SSO IMMEDIATELY.

PART 2 PRODUCTS

2.1 CONFINED SPACE SIGNAGE

The Contractor shall provide permanent signs integral to or securely attached to access covers for new permit-required confined spaces. Signs wording: "DANGER--PERMIT-REQUIRED CONFINED SPACE - DO NOT ENTER -" in bold letters a minimum of 25 mm (one inch) in height and constructed to be clearly legible with all paint removed. The signal word "DANGER" shall be red and readable from 1.52 m (5 feet). Signage shall be in English and in the language(s) of the work force.

2.2 FALL PROTECTION ANCHORAGE

Fall protection anchorage, conforming to ANSI Z359.1, installed under the supervision of a qualified person in fall protection, shall be left in place for continued customer use and so identified by signage stating the capacity of the anchorage (strength and number of persons who may be tied-off to it at any one time).

PART 3 EXECUTION

3.1 CONSTRUCTION AND/OR OTHER WORK

The Contractor shall comply with USACE EM 385-1-1, as allowed under the Safety Phasing Plan.

3.1.1 Hazardous Material Use

Any work or storage involving hazardous chemicals or materials must be done in a manner that will not expose Government or Contractor employees to any unsafe or unhealthful conditions. Adequate protective measures must be taken to prevent Government or Contractor employees from being exposed to any hazardous condition that could result from the work or storage. The Prime Contractor shall keep a complete inventory of hazardous materials brought onto the work-site.

3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with USACE EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) are prohibited. Materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited unless a comparable substitute is not available. The Contractor must submit written requests for exception to the Contracting Officer and receive acceptance before use of these materials or products containing them.

3.1.3 Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead paint, and

friable and non-friable asbestos. If material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

3.2 PRE-OUTAGE COORDINATION MEETING

Contractors are required to apply for utility outages at least 15 days in advance. As a minimum, the request should include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Special requirements for electrical outage requests are contained elsewhere in this specification section. Once approved, and prior to beginning work on the utility system requiring shut down, the Contractor shall attend a pre-outage coordination meeting with the Contracting Officer to review the scope of work and the lock-out/tag-out procedures for worker protection. No work will be performed on energized electrical circuits unless proof is provided that no other means exist.

3.3 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

The Contractor shall establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. The program shall include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and escape procedures.

3.3.1 Training

The Contractor shall institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, the Contractor shall provide training for each employee who might be exposed to fall hazards. A competent person for fall protection shall provide the training. Training requirements shall be in accordance with USACE EM 385-1-1, section 21.A.16 and/or the applicable Safety Phase Plan section.

3.3.2 Fall Protection Equipment

The Contractor shall enforce use of the fall protection equipment designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is on a surface 1.8 m(6 feet) or more above lower levels. Fall protection systems such as guardrails, personnel fall arrest system, safety nets, etc., are required when working within 1.8m (6 feet) of any leading edge. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, paragraphs 05.I. and 05.J. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with USACE EM 385-1-1.

3.3.2.1 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet the performance criteria of ANSI Z359.1. The maximum free fall distance when using fall arrest equipment shall not exceed 1.8 m (6 feet). The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a person to a fall arrest system.

3.3.3 Fall Protection for Roofing Work

Fall protection controls shall be implemented based on the type of roof being constructed and work being performed. The roof area to be accessed shall be evaluated for its structural integrity including weight-bearing capabilities for the projected loading.

3.3.4 Existing Anchorage

Existing anchorages, to be used for attachment of personal fall arrest equipment, shall be selected by a qualified person for fall protection in accordance with ANSI Z359.1. Existing horizontal lifeline anchorages shall be certified (or re-certified) by a professional engineer with experience in designing horizontal lifeline systems.

3.3.5 Horizontal Lifelines

Horizontal lifelines shall be designed, installed, certified and used under the supervision of a qualified person for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 (29 CFR 1926.500).

3.3.6 Guardrails and Safety Nets

Guardrails and safety nets shall be designed, installed and used in accordance with EM 385-1-1 and 29 CFR 1926 Subpart M.

3.3.7 Rescue and Evacuation Procedures

When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. A Rescue and Evacuation Plan shall be prepared by the contractor and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. The Rescue and Evacuation Plan shall be included in the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

3.4 SCAFFOLDING

Employees shall be provided with a safe means of access to the work area on the scaffold. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward. Special care shall be given to ensure scaffold systems are not overloaded. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material is prohibited. The first tie-in shall be at the height equal to 4 times the width of the smallest dimension of the scaffold base. Work platforms shall be placed on mud sills. Scaffold or work platform erectors shall have fall protection during the erection and dismantling of scaffolding or work platforms that are more than six feet. Delineate

fall protection requirements when working above six feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

3.5 EXCAVATIONS

The competent person for excavations performed as a result of contract work shall be on-site when excavation work is being performed, and shall inspect, and document the excavations daily prior to entry by workers. The competent person must evaluate all hazards, including atmospheric, that may be associated with the work, and shall have the resources necessary to correct hazards promptly. The competent person shall perform soil classification.

3.5.1 Utility Locations

All underground utilities in the work area must be positively identified by a private utility locating service in addition to any station locating service and coordinated with the station utility department. Any markings made during the utility investigation must be maintained throughout the contract.

3.5.2 Utility Location Verification

The Contractor must physically verify underground utility locations by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within three feet of the underground system. Digging within 0.061 m (2 feet) of a known utility must not be performed by means of mechanical equipment; hand digging shall be used. If construction is parallel to an existing utility the utility shall be exposed by hand digging every 30.5 m (100 feet) if parallel within 1.5 m (5 feet) of the excavation.

3.5.3 Shoring Systems

Trench and shoring systems must be identified in the accepted safety plan and AHA. Manufacture tabulated data and specifications or registered engineer tabulated data for shoring or benching systems shall be readily available on-site for review. Job-made shoring or shielding shall have the registered professional engineer stamp, specifications, and tabulated data. Extreme care must be used when excavating near direct burial electric underground cables.

3.5.4 Trenching Machinery

Trenching machines with digging chain drives shall be operated only when the spotters/laborers are in plain view of the operator. Operator and spotters/laborers shall be provided training on the hazards of the digging chain drives with emphasis on the distance that needs to be maintained when the digging chain is operating. Documentation of the training shall be kept on file at the project site.

3.6 ELECTRICAL

3.6.1 Conduct of Electrical Work

Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the Contracting Officer and Station Utilities for identification. The Contracting Officer will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. Perform all high voltage cable cutting remotely using hydraulic cutting tool.

When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers shall be permitted to enter. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. In addition, provide electrical arc flash protection for personnel as required. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA.

3.6.2 Portable Extension Cords

Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be powered and protected from damage. All damaged extension cords shall be immediately removed from service.

3.7 WORK IN CONFINED SPACES

The Contractor shall comply with the requirements in Section 06.I of USACE EM 385-1-1. Any potential for a hazard in the confined space requires a permit system to be used.

- a. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 06.I.05 of USACE EM 385-1-1 and the appropriate Safety Phase Plan for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.
- b. Forced air ventilation is required for all Permit-required confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.
- c. Ensure the use of rescue and retrieval devices in confined spaces greater than 1.5 m (5 feet) in depth. Conform to Sections 06.I.09, 06.I.10 and 06.I.11 of USACE EM 385-1-1.
- d. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.
- e. Include training information for employees who will be involved as entrants and attendants for the work. Conform to Section 06.I.06 of USACE EM 385-1-1.
- f. Daily Entry Permit/ marking system. Post the permit in a conspicuous place close to the confined space entrance.

3.8 CRYSTALLINE SILICA

Grinding, abrasive blasting, and foundry operations of construction materials containing crystalline silica, shall comply with USACE EM 385-1-1, Appendix C. The Contractor shall develop and implement effective exposure control and elimination procedures to include dust control systems, engineering controls, and establishment of work area boundaries, as well as medical surveillance, training, air monitoring, and personal protective equipment.

3.9 HOUSEKEEPING

3.9.1 Clean-Up

All debris in work areas shall be cleaned up daily or more frequently if necessary. Construction debris may be temporarily located in an approved location, however garbage accumulation must be removed each day.

3.9.2 Falling Object Protection

All areas must be barricaded to safeguard employees. When working overhead, Barricade the area below to prevent entry by unauthorized employees. Construction warning tape and signs shall be posted so they are clearly visible from all possible access points. When employees are working overhead all tools and equipment shall be secured so that they will not fall. When using guardrail as falling object protection, all openings shall be small enough to prevent passage of potential falling objects.

3.10 Attachment

CEAED Form 385-1a-R – Safety Exposure Report SEE NEXT PAGE

-- End of Section --

Section I

SAFETY EXPOSURE REPORT
DATE
(USACE Supplement 1 to AR 385-40)

INSTRUCTIONS

This report is due to the Contracting Officers' Representative (COR) no later than the 25th of each month. Contractor progress payments will not be processed until this report has been submitted.

Be sure to include the complete Contract Number including task order number.

FROM AED:

- ☐ RESIDENT ENGINEER
☐ PROJECT ENGINEER
☐ PROJECT MANAGER

SIGNATURE

TO AED:

SAFETY & OCCUPATIONAL HEALTH OFFICE

PRIME CONTRACTOR NAME
SUB-CONTRACTORS NAME

CONTRACT NUMBER AND SHORT TITLE:

SITE LOCATION (nearest city and province or latitude and longitude)

MANHOURS THIS MONTH
MONTH
TOTAL MANHOURS YEAR TO DATE
Prepared by (TYPE NAME and TITLE)
SIGNATURE
**CERTIFIED CONTRACTOR PROJECT
MANAGER**
SIGNATURE

Section II

INJURY AND ILLNESS LOG

(USACE Supplement 1 to AR 385-40)

DATE:

CONTRACT NUMBER AND SHORT TITLE:

This report is due to the Contracting Officers' Representative (COR) no later than the 25th of each month. Contractor progress payments will not be processed until this report has been submitted.

Attach an additional sheet if more space is needed.

List all recordable injury cases during the month where medical treatment was administered.

Name		Type Injury	Date of Injury	Date ENG Form 3394 Submitted to COR
1				
2				
3				
4				
5				

1st Aid cases during the month. List all non-recordable injuries where first aid was administered.

Name		Type Injury	Date of Injury	Return to Duty	Remarks
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Section III

ECONOMIC ANALYSIS REPORT
DATE:
CONTRACT NUMBER AND SHORT TITLE:
SITE LOCATION (nearest city and province or latitude and longitude)

Employment	Average Number of Employees per Day		Average Salary per Day	
	Afghan Employees	International Employees	Afghan Employees	International Employees
Unskilled Labor				
Semi Skilled Labor				
Skilled Labor				
Technical				
Supervisory				
Management				
Total				

Expenditures (include Prime and Subcontractors)		
	Local Expenditures (US\$) per Month	International Expenditures (US\$) per Month
Sub Contracts		
Life Support		
Building Materials		
Equipment		
Security		
Total		

SECTION 01780

CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for Contractor Quality Control approval. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01335 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

As-Built Drawings

Drawings showing final as-built conditions of the project. The final CADD as-built drawings shall consist of one set of electronic CADD drawing files in the specified format, one set of mylar drawings, 2 sets of blue-line prints of the mylars, and one set of the approved working as-built drawings.

SD-03 Product Data

As-Built Record of Equipment and Materials

Two copies of the record listing the as-built materials and equipment incorporated into the construction of the project.

Warranty Management Plan

One set of the warranty management plan containing information relevant to the warranty of materials and equipment incorporated into the construction project, including the starting date of warranty of construction. The Contractor shall furnish with each warranty the name, address, and telephone number of each of the guarantor's representatives nearest to the project location.

Warranty Tags

Two record copies of the warranty tags showing the layout and design.

Final Cleaning

Two copies of the listing of completed final clean-up items.

1.2 PROJECT RECORD DOCUMENTS

1.2.1 As-Built Drawings

This paragraph covers as-built drawings complete, as a requirement of the contract. The terms

"drawings," "contract drawings," "drawing files," "working as-built drawings" and "final as-built drawings" refer to contract drawings which are revised to be used for final as-built drawings.

1.2.1.1 Government Furnished Materials

One set of electronic CADD files in the specified software and format revised to reflect all bid amendments will be provided by the Government at the preconstruction conference for projects requiring CADD file as-built drawings.

1.2.1.2 Working As-Built and Final As-Built Drawings

The Contractor shall revise 2 sets of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. These working as-built marked drawings shall be kept current on a weekly basis and at least one set shall be available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. Final as-built drawings shall be prepared after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The working as-built marked prints and final as-built drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. The working and final as-built drawings shall show, but shall not be limited to, the following information:

- a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.
- b. The location and dimensions of any changes within the building structure.
- c. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.
- d. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- e. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.
- f. Changes or modifications which result from the final inspection.
- g. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.

h. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil area elevations.

i. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.

j. Modifications (change order price shall include the Contractor's cost to change working and final as-built drawings to reflect modifications) and compliance with the following procedures.

(1) Directions in the modification for posting descriptive changes shall be followed.

(2) A Modification Circle shall be placed at the location of each deletion.

(3) For new details or sections which are added to a drawing, a Modification Circle shall be placed by the detail or section title.

(4) For minor changes, a Modification Circle shall be placed by the area changed on the drawing (each location).

(5) For major changes to a drawing, a Modification Circle shall be placed by the title of the affected plan, section, or detail at each location.

(6) For changes to schedules or drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.

(7) The Modification Circle size shall be 12.7 mm 1/2 inch diameter unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

1.2.1.3 Drawing Preparation

The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, and adding such additional drawings as may be necessary. These working as-built marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

1.2.1.4 Computer Aided Design and Drafting (CADD) Drawings

Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols shall be the same as the original line colors, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD files. The Contractor will be furnished "as-designed" drawings in

AutoCad Release 2000 or Microstation V8 format compatible with a Window 2000 or Windows XP operating system. The electronic files will be supplied on compact disc, read-only memory (CD-ROM). The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make required corrections, changes, additions, and deletions.

a. CADD colors shall be the "base" colors of red, green, and blue. Color code for changes shall be as follows:

(1) Deletions (red) - Deleted graphic items (lines) shall be colored red with red lettering in notes and leaders.

(2) Additions (Green) - Added items shall be drawn in green with green lettering in notes and leaders.

(3) Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes shall be in blue.

b. The Contract Drawing files shall be renamed in a manner related to the contract number (i.e., 98-C-10.DGN) as instructed in the Pre-Construction conference. Marked-up changes shall be made only to those renamed files. All changes shall be made on the layer/level as the original item. There shall be no deletions of existing lines; existing lines shall be over struck in red. Additions shall be in green with line weights the same as the drawing. Special notes shall be in blue on layer#63.

c. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 5 mm 3/16 inch high. All other contract drawings shall be marked either "AS-Built" drawing denoting no revisions on the sheet or "Revised As-Built" denoting one or more revisions. Original contract drawings shall be dated in the revision block.

d. Within 20 days for contracts \$5 million and above after Government approval of all of the working as-built drawings for a phase of work, the Contractor shall prepare the final CADD as-built drawings for that phase of work and submit two sets of blue-lined prints of these drawings for Government review and approval. The Government will promptly return one set of prints annotated with any necessary corrections. Within 10 days for contracts \$5 million and above the Contractor shall revise the CADD files accordingly at no additional cost and submit one set of final prints for the completed phase of work to the Government. Within 20 days for contracts \$5 million and above of substantial completion of all phases of work, the Contractor shall submit the final as-built drawing package for the entire project. The submittal shall consist of one set of electronic files on compact disc, read-only memory (CD-ROM), one set of mylars, two sets of blue-line prints and one set of the approved working as-built drawings. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the customer's CADD system. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

1.2.1.5 Payment

No separate payment will be made for as-built drawings required under this contract, and all costs accrued in connection with such drawings shall be considered a subsidiary obligation of the Contractor.

1.2.2 As-Built Record of Equipment and Materials

The Contractor shall furnish one copy of preliminary record of equipment and materials used on the project 15 days prior to final inspection. This preliminary submittal will be reviewed and returned 2 days after final inspection with Government comments. Two sets of final record of equipment and materials shall be submitted 10 days after final inspection. The designations shall be keyed to the related area depicted on the contract drawings. The record shall list the following data:

RECORD OF DESIGNATED EQUIPMENT AND MATERIALS DATA

Description	Specification Section	Manufacturer and Catalog, Model, and Serial Number	Composition and Size	Where Used
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1.2.3 Final Approved Shop Drawings

The Contractor shall furnish final approved project shop drawings 30 days after transfer of the completed facility.

1.2.4 Construction Contract Specifications

The Contractor shall furnish final as-built construction contract specifications, including modifications thereto, 30 days after transfer of the completed facility.

1.2.5 Real Property Equipment

The Contractor shall furnish a list of installed equipment furnished under this contract. The list shall include all information usually listed on manufacturer's name plate. The "EQUIPMENT-IN-PLACE LIST" shall include, as applicable, the following for each piece of equipment installed: description of item, location (by room number), model number, serial number, capacity, name and address of manufacturer, name and address of equipment supplier, condition, spare parts list, manufacturer's catalog, and warranty. A draft list shall be furnished at time of transfer. The final list shall be furnished 30 days after transfer of the completed facility.

1.3 WARRANTY MANAGEMENT

1.3.1 Warranty Management Plan

The Contractor shall develop a warranty management plan which shall contain information relevant to the clause Warranty of Construction. At least 30 days before the planned pre-warranty conference, the Contractor shall submit the warranty management plan for Government approval. The warranty management plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. Warranty

information made available during the construction phase shall be submitted to the Contracting Officer for approval prior to each monthly pay estimate. Approved information shall be assembled in a binder and shall be turned over to the Government upon acceptance of the work. The construction warranty period shall begin on the date of project acceptance and shall continue for the full product warranty period. A joint 4 month and 9 month warranty inspection shall be conducted, measured from time of acceptance, by the Contractor, Contracting Officer and the Customer Representative. Information contained in the warranty management plan shall include, but shall not be limited to, the following:

a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the Contractors, sub Contractors, manufacturers or suppliers involved.

b. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.

c. A list for each warranted equipment, item, feature of construction or system indicating:

1. Name of item.
2. Model and serial numbers.
3. Location where installed.
4. Name and phone numbers of manufacturers or suppliers.
5. Names, addresses and telephone numbers of sources of spare parts.
6. Warranties and terms of warranty. This shall include one-year overall warranty of construction. Items which have extended warranties shall be indicated with separate warranty expiration dates.
7. Cross-reference to warranty certificates as applicable.
8. Starting point and duration of warranty period.
9. Summary of maintenance procedures required to continue the warranty in force.
10. Cross-reference to specific pertinent Operation and Maintenance manuals.
11. Organization, names and phone numbers of persons to call for warranty service.
12. Typical response time and repair time expected for various warranted equipment.

d. The Contractor's plans for attendance at the 4 and 9 month post-construction warranty inspections conducted by the Government.

e. Procedure and status of tagging of all equipment covered by extended warranties.

f. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

1.3.2 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor shall furnish the

name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, shall be continuously available, and shall be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.

1.3.3 Contractor's Response to Construction Warranty Service Requirements

Following oral or written notification by the Contracting Officer, the Contractor shall respond to construction warranty service requirements in accordance with the "Construction Warranty Service Priority List" and the three categories of priorities listed below. The Contractor shall submit a report on any warranty item that has been repaired during the warranty period. The report shall include the cause of the problem, date reported, corrective action taken, and when the repair was completed. If the Contractor does not perform the construction warranty within the timeframes specified, the Government will perform the work and back charge the construction warranty payment item established.

First Priority Code 1. Perform onsite inspection to evaluate situation, and determine course of action within 4 hours, initiate work within 6 hours and work continuously to completion or relief.

Second Priority Code 2. Perform onsite inspection to evaluate situation, and determine course of action within 8 hours, initiate work within 24 hours and work continuously to completion or relief.

Third Priority Code 3. All other work to be initiated within 3 work days and work continuously to completion or relief.

a. The "Construction Warranty Service Priority List" is as follows:

Code 1-Air Conditioning Systems

- 1) Recreational support.
- 2) Air conditioning leak in part of building, if causing damage.
- 3) Air conditioning system not cooling properly.

Code 1-Doors

- 1) Overhead doors not operational, causing a security, fire, or safety problem.
- 2) Interior, exterior personnel doors or hardware, not functioning properly, causing a security, fire, or safety problem.

Code 3-Doors

- 1) Overhead doors not operational.
- 2) Interior/exterior personnel doors or hardware not functioning properly.

Code 1-Electrical

- 1) Power failure (entire area or any building operational after 1600 hours).
- 2) Security lights
- 3) Smoke detectors

Code 2-Electrical

- 1) Power failure (no power to a room or part of building).
- 2) Receptacle and lights (in a room or part of building).

Code 3-Electrical
Street lights.

Code 1-Gas
1) Leaks and breaks.
2) No gas to family housing unit or cantonment area.

Code 1-Heat
1) Area power failure affecting heat.
2) Heater in unit not working.

Code 2-Kitchen Equipment
1) Dishwasher not operating properly.
2) All other equipment hampering preparation of a meal.

Code 1-Plumbing
1) Hot water heater failure.
2) Leaking water supply pipes.

Code 2-Plumbing
1) Flush valves not operating properly.
2) Fixture drain, supply line to commode, or any water pipe leaking.
3) Commode leaking at base.

Code 3 –Plumbing
Leaky faucets.

Code 3-Interior
1) Floors damaged.
2) Paint chipping or peeling.
3) Casework.

Code 1-Roof Leaks
Temporary repairs will be made where major damage to property is occurring.

Code 2-Roof Leaks
Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.

Code 2-Water (Exterior)
No water to facility.

Code 2-Water (Hot)
No hot water in portion of building listed.

Code 3-All other work not listed above.

1.3.5 Warranty Tags

At the time of installation, each warranted item shall be tagged with a durable, oil and water resistant tag approved by the Contracting Officer. Each tag shall be attached with a copper wire and shall be sprayed with a silicone waterproof coating. The date of acceptance and the QC signature shall remain blank until project is accepted for beneficial occupancy. The tag shall show the following information.

- a. Type of product/material_____.
- b. Model number_____.
- c. Serial number_____.
- d. Contract number_____.
- e. Warranty period_____from_____to_____.
- f. Inspector's signature_____.
- g. Construction Contractor_____.
Address_____. Telephone
number_____.
- h. Warranty contact_____.
Address_____. Telephone
number_____.
- i. Warranty response time priority code_____.
- j. **WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL
MAINTENANCE DURING THE WARRANTY PERIOD.**

1.4 MECHANICAL TESTING, ADJUSTING, BALANCING, AND COMMISSIONING

Prior to final inspection and transfer of the completed facility; all reports, statements, certificates, and completed checklists for testing, adjusting, balancing, and commissioning of mechanical systems shall be submitted to and approved by the Contracting Officer as specified in applicable technical specification sections.

1.5 OPERATION AND MAINTENANCE MANUALS

Operation manuals and maintenance manuals shall be submitted as specified. Operation manuals and maintenance manuals provided in a common volume shall be clearly differentiated and shall be separately indexed.

1.6 FINAL CLEANING

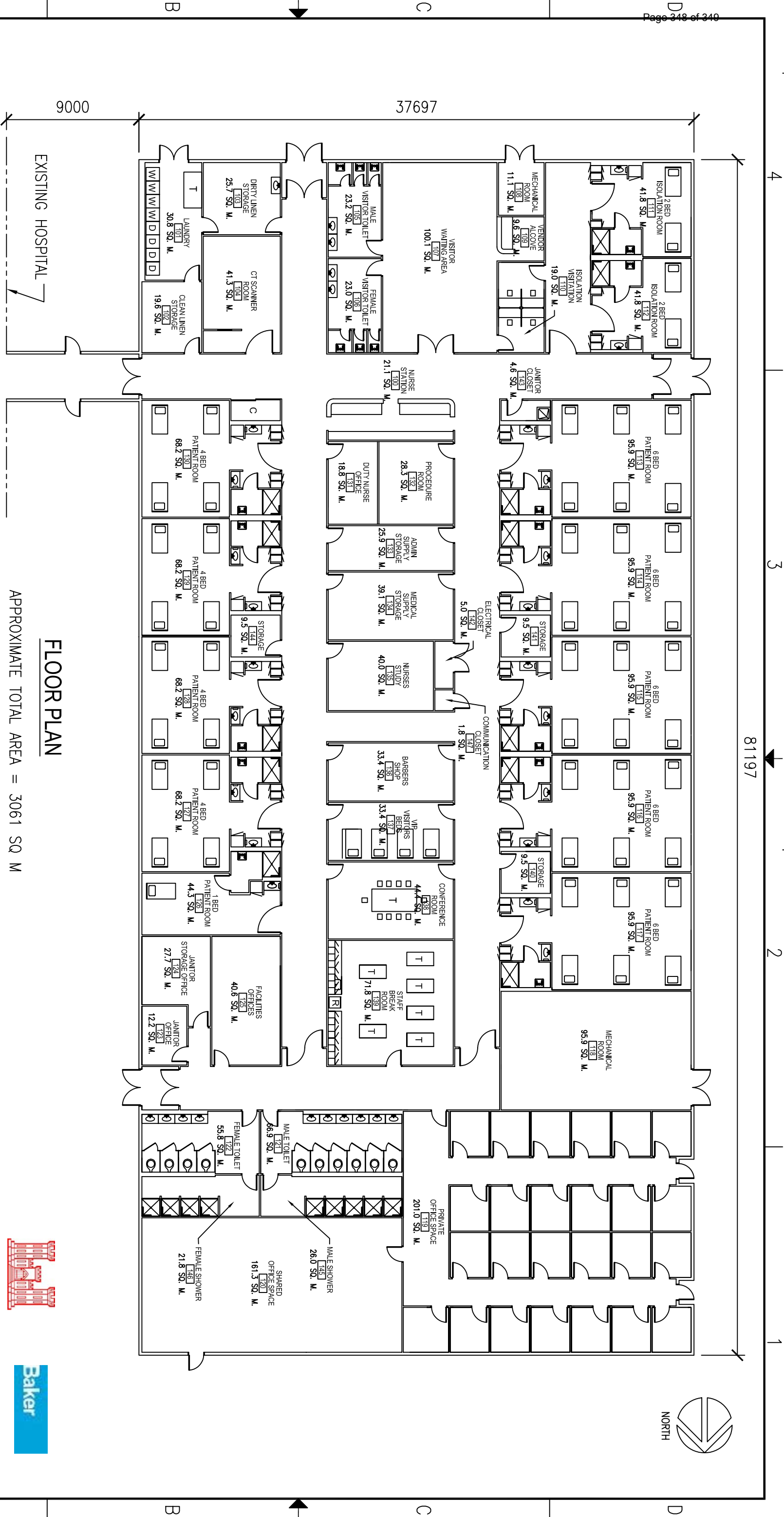
The premises shall be left broom clean. Stains, foreign substances, and temporary labels shall be removed from surfaces. Carpet and soft surfaces shall be vacuumed. Equipment and fixtures shall be cleaned to a sanitary condition. Filters of operating equipment shall be replaced. Debris shall be removed from roofs, drainage systems, gutters, and downspouts. Paved areas shall be swept and

landscaped areas shall be raked clean. The site shall have waste, surplus materials, and rubbish removed. The project area shall have temporary structures, barricades, project signs, and construction facilities removed. A list of completed clean-up items shall be submitted on the day of final inspection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section -

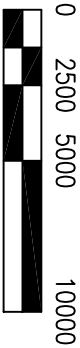


NOTE:

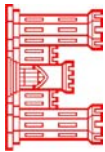
NORTH ARROW INDICATED
REFERS TO THE RELATIVE
ORIENTATION OF THIS PLAN.
IF FINAL ORIENTATION CHANGES
THEN THE RESTROOM
ORIENTATIONS MUST CHANGE.

FLOOR PLAN

APPROXIMATE TOTAL AREA = 3061 SQ. M.



SCALE: 1 = 250



Baker

HOSPITAL ADDITION
FLOOR PLAN
HOSPITAL ADDITION
AT ANA GARRISON
AFGHANISTAN

MAY 2006

A.1



PUMP STATION
CONTROL BLDG

AVENUE E

CLASS 8
WAREHOUSE

807

607

REGIONAL HOSPITAL

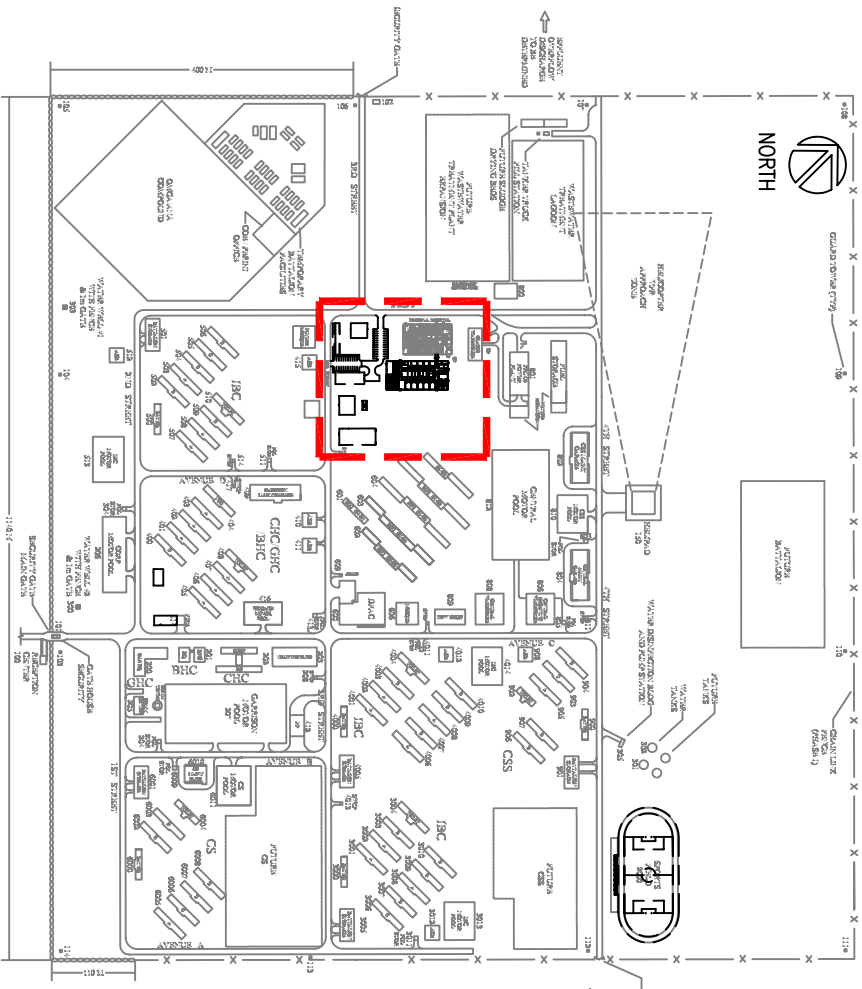
PARKING

HOSPITAL ADDITION

SWCP

3RD STREET

W017PM 06 R 0000



KEY PLAN

Not To Scale

GARDEZ SITE PLAN
WITH HOSPITAL ADDITION
HOSPITAL ADDITION
AT ANA GARRISON
AFGHANISTAN

MAY 2006

C.1

1 OF 2



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